

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER		PAGE 1 OF 1					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 49-01-03		6. SOLICITATION ISSUE DATE 12/13/2000				
7. FOR SOLICITATION INFORMATION CALL		a. NAME Frank Gomez, Jr.				b. TELEPHONE NO. <i>(No collect calls)</i> (208)387-5347		8. OFFER DUE DATE/LOCAL TIME 1/04/2001 2:00PM				
9. ISSUED BY U.S.D.A., Forest Service			CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED		11. DELIVERY FOR FOB DESTINATION UNLESS		12. DISCOUNT TERMS			
USDA Forest Service NIFC-Contracting 3833 S. Development Avenue Boise, ID 83705					<input type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS		BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE					
					<input type="checkbox"/> SMALL DISADV. BUSINESS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)					
					<input type="checkbox"/> 8(A)		13b. RATING					
					NAICS: 115310 SIZE STD: 500 employees		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP					
15. DELIVER TO: CODE					16. ADMINISTERED BY CODE							
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE				18a. PAYMENT WILL BE MADE BY CODE						
					Designated Bases							
TELEPHONE NO.												
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		4 SMOKEJUMPER AIRCRAFT - SEE SCHEDULE OF ITEMS										
		<i>(Attach Additional Sheets as Necessary)</i>										
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT <i>(For Govt Use Only)</i>				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.												
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.												
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH							
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>							
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i>				31c. DATE SIGNED		
32a. QUANTITY IN COLUMN 21 HAS BEEN					33. SHIP NUMBER			34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED					<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL							
					36. PAYMENT				37. CHECK NUMBER			
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE				32c. DATE		<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						
					38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.		40. PAID BY			
					42a. RECEIVED BY <i>(Print)</i>							
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT												
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT <i>(Location)</i>						
					42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS					

NOTICE - Acquisition of Commercial Items

RFP 49-01-03 SMOKEJUMPER AIRCRAFT SERVICES AS STATED HEREIN

This Request for Proposal is being acquired under the Federal Regulations (FAR), Part 12- Acquisition of Commercial Items, Using FAR Part 13, Simplified Acquisition Procedures.

The procedures outlined in Part 12 provide the Agency with an opportunity to procure services and supplies readily available in the commercial market place following simple acquisition regulations utilizing Part 13, Part 14, and Part 15 of the FAR.

Differences you may notice in this procurement from Formal Negotiated procedures are the:

- (1) Use of the SF-1449 as the cover sheet,
- (2) Streamlined clauses incorporated by reference,
- (3) A change in the Termination clauses.

(4) A change in the process of how discussions are conducted in respect to eliminating the concept of formal discussion procedures. The concepts outlined in Part 12 were developed to provide the Agency a simplified way to procure readily available commercial products, while at the same time providing flexibility in acquiring "best value" services. This solicitation is being acquired using FAR Part 12, 13, 14 & 15.

(5) Invoices and payment procedures shall comply with the language in Section I, 52-212-4, however, the FS 6500-122 shall be submitted at the end of each day for Flight Use Reporting. The FS-6500-122 may serve as the Invoice/Payment Form.

Proposal is due in this Office by 2:00 PM JANUARY 4, 2001

Proposal shall be submitted and addressed to:

FRANK GOMEZ
USDA FOREST SERVICE-CONTRACTING
NATIONAL INTERAGENCY FIRE CENTER
3833 S. DEVELOPMENT AVE
BOISE, ID 83705-5354

Offerors having questions on this procurement may direct them to the Contracting Officer:

Frank Gomez at 208/387-5347

SPECIAL INSTRUCTIONS FOR SCHEDULE OF ITEMS

- (1) This is a Request For Proposals. Proposals shall be submitted in accordance with Instructions for the Preparations of proposals (See Section K.1, Instruction to Offerors-commercial Items).
- (2) Prices for option years shall be adjusted for that year for any increases in wages made in accordance with the Fair Labor Standard Act and Service Contract Act - Price Adjustment (FAR 52.222-43) incorporated by reference.
- (3) Proof of Liability Insurance will be required before award of this Contract is made (see Clause I.4).
- (4) Proposals are due in this office by: JANUARY 4, 2001, 2:00 PM.

Proposals shall be submitted and addressed to:

FRANK GOMEZ
USDA FOREST SERVICE-CONTRACTING
NATIONAL INTERAGENCY FIRE CENTER
3833 S. DEVELOPMENT AVE
BOISE, ID 83705-5354

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PART I - THE SCHEDULE

SECTION A - SCHEDULE OF ITEMS

ITEM 1 -Region 1

ITEM 2 - Region 1

Item No.	Designated Bases and Regions	Minimum Requirements					Specified Rates			Mandatory Availability and Post-Season					
		Cruise Speed	Payload (lbs)	Pass Seat Cap	SJ Cap	S/B Hrs/ Day	Ext S/B	Overnight Allowance		Flight	Availability Period			Daily Availability	
								Low 48	Alaska		On	Off	Days	Daily Bid Rate	Total Availability
2	West Yellowstone IA Fire Center West Yellowstone, MT Region 1	* 160K	3,300	9	*** 8 + 2	9	\$33	See Section C		* See Sec E	06/21/01	9/22/01	94	** \$ _____	\$ _____
SPECIAL REQUIREMENTS AND OTHER LIMITATIONS															
One fully operated STOL type aircraft required with a single pilot crew, with releif for seven day per week coverage															
TYPE AICRAFT BID: Make _____ Model _____ "N" Number _____															
* See Section E, Flight Rate and Fuel Consumption Table															
** Rounded to nearest dollar															
*** Firefighting mission seating capacity: Eight (8) smokejumpers and (2) spotters															

SCHEDULE OF ITEMS - SMOKEJUMPER AIRCRAFT

ITEM 3 -Region 6

Item No.	Designated Bases and Regions	Minimum Requirements					Specified Rates			Mandatory Availability and Post-Season					
		Cruise Speed	Payload (lbs)	Pass Seat Cap	SJ Cap	S/B Hrs/ Day	Ext S/B	Overnight Allowance		Flight	Availability Period			Daily Availability	
								Low 48	Alaska		On	Off	Days	Daily Bid Rate	Total Availability
3	North Cascades Smokejumper Base, Meadow Valley Airport Winthrop, WA Region 6	* 180K	3,800	9	*** 10 + 2	9	\$33	See Section C		* See Sec E	05/31/01	9/26/01	119	** \$ _____	\$ _____
SPECIAL REQUIREMENTS AND OTHER LIMITATIONS															
One fully operated aircraft required with a one (1) or two (2) pilot crew, with relief for seven day per week coverage															
TYPE AIRCRAFT BID: Make _____ Model _____ "N" Number _____															
* See Section J, Flight Rate and Fuel Consumption Table ** Rounded to nearest dollar *** Firefighting mission seating capacity: Ten (10) smokejumpers and (2) spotters															

ITEM 4 - Region 5

Item No.	Designated Bases and Regions	Minimum Requirements					Specified Rates			Mandatory Availability and Post-Season					
		Cruise Speed	Payload (lbs)	Pass Seat Cap	SJ Cap	S/B Hrs/ Day	Ext S/B	Overnight Allowance		Flight	Availability Period			Daily Availability	
								Low 48	Alaska		On	Off	Days	Daily Bid Rate	Total Availability
4	Redding, CA Region 5	* 160K	3,300	9	*** 8 + 2	9	\$33	See Section C		* See Sec E	06/15/01	9/15/01	93	** \$ _____	\$ _____
SPECIAL REQUIREMENTS AND OTHER LIMITATIONS															
One fully operated aircraft required with a one (1) or two (2) pilot crew, with relief for seven day per week coverage.															
TYPE AIRCRAFT BID: Make _____ Model _____ "N" Number _____															
* See Section E, Flight Rate and Fuel Consumption Table ** Rounded to nearest dollar *** Firefighting mission seating capacity: Eight (8) smokejumpers and (2) spotters															

OFFEROR MAY QUALIFY BIDS:

Total number of bases for which award will be accepted—The Offeror agrees to hold the prices in its offer for a minimum of 30 calendar days from the Offeror due date specified on the SF-1449

SECTION B- GENERAL REQUIREMENTS

B.1 GENERAL REQUIREMENTS

B.1.1 Scope of Contract

- (a) The intent of this solicitation and any resultant contract is to obtain services of aircraft fully operated by qualified personnel and equipped to meet specifications for use in administration and protection of Public Lands.
- (b) The Contractor and its employees must be cooperative and play as a team member in accomplishing the mission. Contractor's employees may be replaced if found to be uncooperative or the Contracting Officer may terminate this contract.
- (c) During the Mandatory Availability Period and any extensions thereof, the aircraft will be made available for the exclusive use of the Government.
- (d) Aircraft furnished under this contract will be operated from the designated or alternate bases throughout the contiguous United States.
- (e) The Government has interagency and cooperative agreements with State Agencies and private landholders and may dispatch aircraft under this contract for such cooperative use.
- (f) Use will include, but is not limited to, the following:
 - (1) Transportation of personnel, equipment, and supplies for fire suppression and other Forest Service administration activities.
 - (2) Transporting and dropping smokejumpers.
 - (3) Transporting and dropping paracargo.
 - (4) Reconnaissance.
 - (5) Testing of parachutes and other aerial equipment.
- (g) Aircraft will be required to perform over rough, mountainous terrain typical of National Forest areas in the western United States at elevations varying from sea level to 13,000 feet, often encountering extremely unfavorable atmospheric conditions.

B.1.2 Certifications and Operations

- (a) Contractors must be currently certified under Federal Aviation Regulations (FAR) Part 135 or Part 121. The Contractor must have a Federal Aviation Administration (FAA) approved operating specifications manual that includes the make and model aircraft furnished under the contract. With the exception of authorized USDA-Forest Service deviations, aircraft shall be maintained and operated in accordance with the requirements of their operating certificate (FAR 14 CFR 135.1 Subparagraph (b) notwithstanding) and the air regulations of the States in which the aircraft may operate under the contract. The Chief of the USDA-Forest Service has authority to deviate from certain requirements under FAA and Department of Transportation (DOT) grants of exemption as identified in the following paragraphs. Aircraft as a "public aircraft" does not alter the requirement for compliance with appropriate FAR's as follows:
- (1) The aircraft shall be maintained to the standards of 14 CFR Part 135 or 121, as appropriate regardless of status as Public Aircraft.
 - (i) Cockpit Voice Recorder - Is required to be installed and functioning where two pilots normally crew the aircraft in smokejumper operations and a passenger seating configuration of six or more is normally utilized. This recorder must comply with the standards of the contractors FAA operating certificate.
 - (ii) Flight Data Recorder - Is required to be installed and operational for aircraft with passenger seating configuration of 20 or more. This recorder must comply with the standards of the contractors FAA operating certificate.
 - (iii) Ground Proximity Warning System - This equipment is not required in any aircraft whose primary function is smokejumping and paracargo delivery. When installed and functional the warning system should be deactivated for smokejumping and paracargo delivery. The system should be reactivated at the completion of smokejumping or paracargo operation. This procedure shall be accomplished with appropriate checklists and procedures, notwithstanding any requirements of FAR part 135.153.
 - (iv) Airborne Thunderstorm Detection equipment or Weather Radar equipment is required to be installed and operational.
 - (v) Traffic Alert and Collision Avoidance System: is required to be installed and functioning on all smokejumper aircraft.
 - (2) The aircraft shall be operated to the standards of 14 CFR Part 135 or 121, as appropriate when carrying passengers for other than the smokejumper/paracargo mission.

- (3) When performing the smokejumper/paracargo missions, i.e., firefighting operations the Contractors shall comply with the parts of 14 CFR Part 91 that apply to all aircraft operations (civil and public), except where Grants of Exemptions have been issued. The Chief of the USDA - Forest Service has authority to deviate from certain requirements under FAA and DOT Grants of Exemption as identified in the following paragraphs.
 - (i) Aircraft may be required to carry hazardous materials in accordance with 49 CFR and DOT-E 9198.
 - (ii) Cabin Door may be left off during smokejumper and paracargo operations as authorized under Exemption GS-392. Aircraft must be FAA-approved to fly with door removed.
 - (iii) Flights below 500 feet for the purpose of dropping cargo is authorized under Exemption GE-392A.
- (b) Proof of possession of the aircraft by the Contractor shall be provided to the Contracting Officer not later than 10 days prior to the first day of the Mandatory Availability Period. The Contractor may be required to furnish a copy of his/her Operations Manual to the Contracting Officer prior to the start of work.
 - (1) The aircraft model offered must have been previously approved as a Smokejumper Aircraft by the Interagency Smokejumper Aircraft & Evaluation Board (SASEB) (See Section E for current listing of approved smokejumper aircraft). Aircraft offered must conform to the same standard configuration and performance capability of the model aircraft as originally approved as a smokejumper aircraft.
 - (2) Any flight exceeding 15 minutes of Instrument Flight Route (IFR) along the planned route must have two qualified instrument pilots. Autopilots authorized by Part 135 may be used in lieu of a second pilot. The Contracting Officer may require two pilots on any IFR flight or any administrative flights. (See Section C for payment provisions for additional pilot.)
- (c) The flight crew shall provide a pre-takeoff briefing describing the location of the emergency exits and appropriate evacuation and in-flight procedures. The briefing may be waived for smokejumper and paracargo operations.
- (d) Short take-off and landing (STOL) operations from other than established airports may be permitted provided they are specifically approved in advance in accordance with Forest Service Manual (FSM) 5700.

- (e) A passenger may occupy the copilot's seat during certain operations unless a two-pilot operation is required.
- (f) Smokejumper Seats, Side Facing Seats. The Government will provide seating to accommodate fully equipped smokejumpers and their equipment. The smokejumper bench seats will be installed by the Contractor upon request of the Government. This will require the removal and storage of the required Contractor furnished seats. Weight and balance information shall be calculated and available to the flight crew on both seating configurations. It is noted that the Government furnished smokejumper bench seats may not meet all of the certification requirements of the Contractor required seats. The Contractor furnished seats will be used for all passengers other than smokejumpers.

B.1.3 Government Furnished Property

The Government will deliver to the Contractor the following Government furnished property at the time of pre-use inspection (see Section C, Pre-Use Inspection of Equipment and Personnel).

- (a) Drawings for the necessary smokejumper aircraft accessories (provided upon request)(See Section E):
- (b) Spotter's Helmet.
- (c) Fiberglass Jumpdoor Boot. (will fit standard configured door, operator will be responsible for "boot" on nonstandard door)
- (d) Horizontal Overhead Anchor Cable and Attach Kit (see Section B - Contractor Furnished Specialized Equipment).
- (e) "The Professional Smokejumper Pilot" slide tape program (See Section B - Pilot Requirements.)
- (f) The Government may provide an Auxiliary VHF-FM Portable Radio (AUX-FM) with interface cable if available (see Section B, AVIONICS SYSTEMS).
- (f) Simula Seats (see Section B - Smokejumper Seats under Certifications and Operations.)
- (g) Hazard Materials Book.

The Government furnished items shall remain the property of the Government at the end of the contract period.

B.2 AIRCRAFT GENERAL REQUIREMENTS

B.2.1 Aircraft General

- (a) The aircraft and accessories shall be in operable condition and shall present a neat and clean appearance. Upholstery, paint, and Plexiglas shall be in good condition.
- (b) The internal cabin area near the exit door and the external fuselage aft of and below the exit door shall be free of protrusions and sharp edges. Protrusions and sharp edges that cannot be removed shall be adequately protected to prevent snagging or chaffing of equipment.
- (c) Center of Gravity -
 - (1) All aircraft shall be so configured that the center of gravity will remain within the FAA approved Flight Manual published limits for all load requirements and full range of fuel conditions, including ferry with minimum crew, without subtraction or addition of ballast.
 - (2) All aircraft shall be loaded such that the center of gravity will remain within allowed limits during the flight. Actual weights will be used for flight calculation.

B.2.2 Aircraft Required. *Aircraft furnished shall meet the following minimum requirements and conditions:*

- (a) All metal multi-engines, landplane, licensed in normal or transport category with side-facing jumper exit door on left side of the aircraft aft of the main landing gear.
 - (b) Equipped and certified for night and IFR operations.
 - (c) Powered by turbo-prop engines.
 - (d) **BID ITEMS -1, 3 & 4:** Multi-engine aircraft shall be able to perform in single-engine configuration with 2 ½ hours of fuel at 5000' pressure altitude and 81 degrees F and maintain a climb gradient of +.6 percent or better with no more than a 25 percent reduction in useful load as determined by manufacturer's flight handbook performance at sea level and standard atmosphere.
- BID ITEM - 2:** Multi-engine aircraft shall be able to perform in single-engine configuration with 2 ½ hours of fuel at 6600' pressure altitude and 80 degrees F and maintain a climb gradient of +.6 percent or better with no more than a 25

percent reduction in useful load as determined by manufacturer's flight handbook performance at sea level and standard atmosphere.

- (e) Applicable to the following:

BID ITEMS -1, 2 & 4:

When carrying passengers other than smokejumpers, aircraft shall be capable of carrying a payload of 3300 pounds at 4000' elevation at 80 degrees Fahrenheit. Transport category or commuter category aircraft (over 12,500 lbs gross weight) shall meet minimum single-engine second segment climb gradient per certification standards of FAR Part 23 or 25, as appropriate, and in accordance with the approved Aircraft Flight Manual.

BID ITEM - 3:

When carrying passengers other than smokejumpers, aircraft shall be capable of carrying a payload of 3800 pounds at 4000' elevation at 80 degrees Fahrenheit. Transport category or commuter category aircraft (over 12,500 lbs gross weight) shall meet minimum single-engine second segment climb gradient per certification standards of FAR Part 23 or 25, as appropriate, and in accordance with the approved Aircraft Flight Manual.

- (f) Heavy-duty floor, stressed to 200 psf, or installed wooden or metal deck plating as necessary to bring the floor-load bearing capacity to this figure.
- (g) Aircraft shall be equipped with utility/cargo-type exit doors, not an airstair door.
- (h) As a minimum, meet the performance capabilities specified in the Schedule of Items. These capabilities must be verifiable from the performance charts in the approved flight manual for that airplane; calculations and reference points will be in accordance with the following guidelines:
- (1) The specified minimum cruise true airspeed shall be achievable at 10,000 feet MSL, ISA with 80 percent of maximum rate power.
 - (2) The payload will be calculated according to Item 17a through 17g on the Data Sheet (See Section E, Aircraft Data Sheet) that requires a minimum of 2 1/4 hours of fuel with 30-minute fuel reserve at maximum certificated gross weight; Item 17g must equal or exceed the minimum figure specified in the Schedule of Items.
- NOTE: If the capability of the aircraft furnished permits carrying loads greater than the stated minimum requirements as stated in the Schedule of Items, such loads will be carried when ordered.
- (3) **Applicable to BID ITEMS 1 & 2 only:** Short take-off and landing (STOL) capable aircraft shall clear a 50' foot obstacle during takeoff and landing

with a runway length of 2,000 feet on a standard day at sea level with zero wind at maximum certified gross weight.

- (i) The minimum conventional passenger seating capacity specified in the Schedule of Items must be achievable with two pilots.
- (j) The cabin shall have the number of passenger seats specified in the Schedule of Items.
- (k) Applicable to **BID ITEM 3 only**: Aircraft shall be equipped with utility/cargo type exit door, not an airstair door. This exit door must be an inflight removeable door.
- (l) Applicable to **BID ITEM 3 only**: Aircraft shall be equipped with in-flight tail-opening cargo door.

B.2.3 Engine Requirements

- (a) Each engine shall have at least 100 hours remaining before any overhaul or hot section inspection at the start of the Mandatory Availability Period. Those engines having less than 100 hours remaining before any overhaul or hot section shall be "backed up" by a substitute engine having more than 100 hours time remaining and installed in a Quick Engine Change (QEC) unit.

NOTE: Quick Engine Change unit is defined as the engine complete with engine mount, accessories, and the necessary wiring and tubing assembled in such a manner that it can be installed on the aircraft in a minimum of time. A QEC unit need not have the cowling or propeller installed to be a complete unit.

- (b) Turbine engines must be able to pass an engine performance data plate speed check (ground run) as prescribed by the aircraft maintenance manual.
- (c) A "Hot Section" inspection will not be considered as an overhaul on any turbine engine unless so specified by the manufacturer of the engine.
- (d) New or major overhauled turbine engines shall have been operated for at least 3 hours (including a minimum of 2 flight hours) before they may be approved for use. In the case of a double engine change, each engine shall be operated 5 hours flight time on that aircraft prior to being approved for use.

B.3 AIRCRAFT EQUIPMENT (CONTRACTOR FURNISHED)

B.3.1 Contractor Furnished Specialized Equipment

- (a) Installation of a Government furnished horizontally mounted parachute static line attach cable in accordance with MEDC drawings and STC (see Section E, Exhibit 4).
- (b) A vertically mounted parachute static line attach cable with support strut running from floor to ceiling constructed and installed in accordance with MEDC drawings and STC (see Section E, Exhibit 4).
- (c) An externally attachable jump step (See Section E, Exhibit 4.) (Not applicable to BID ITEM 3.)
- (d) Handrail of smooth contour that shall encircle the entire top and forward side of the left side jumper exit/paracargo door opening. The handrail shall be designed and installed so as not to restrict the size of the door opening and not to hinder the opening or removal of the door. The diameter of all handrail sections shall be $\frac{3}{4}$ inch. The "standoff" dimension from the cabin wall shall be 1 $\frac{1}{2}$ inches with anchor strength sufficient to withstand a 600-pound load in any direction. Install in accordance with MEDC drawing. (See Section E, Exhibit 4).
- (e) A sheath knife (minimum blade length, 5 inches) easily accessible, but securely mounted on the bulkhead or cabin sidewall aft of the exit door.
- (h) If a DHC-6 is provided, the following installations are required:

Standard Douglas-type seat track and associated cargo tie-down rings in sufficient numbers to adequately secure multiple bundle cargo loads up to the maximum payload capacity of the aircraft.

The standard Douglas-type seat track will be installed over the three underfloor seat rails from passenger compartment forward bulkhead rearward to most aft bulkhead (or station 266 on DHC-6).

The left and center tracks will be installed in sections with openings between sections to permit the legs of the fold-up utility seats to engage the cutouts in the aircraft floor.

In addition to the floor mounted seat track, tracks of the same specifications will be installed along each cabin sidewall directly below the fold-up seat attach fittings and extend from the forward most factory installed nut plate location to the location of the most rearward fold-up seat attach fittings on each side. This seat track may be "notched" as necessary immediately below each seat fitting

to allow structural clearance for parts of the seat assembly. (See MEDC drawing 805A) The nut plates are part of the De Havilland customer option package MOD 6/1225.

Aft track segment for use with smokejumper restraint system must be installed (See Section , MEDC Smokejumper Aircraft Accessories Equipment Drawings List, Drawing MEDC-805A).

- (g) Any aircraft other than the DHC-6 offered must have a similar option that is FAA approved. The seat track arrangement is similar to that used for mounting standard commuter seats and is intended for cargo tie-down rings.
- (h) A 1 ½ to 2-inch safety strap across the exit door that may be easily and swiftly connected/ disconnected in flight.
- (i) Upon request, the Forest Service will provide drawings for appropriate aircraft showing specifications, locations, and general installation details. Two static line attach cables may not be required in all aircraft. Some aircraft will not need the jumpstep or anchor points. Drawings should be requested from the office indicated in Block No. 9 on the SF-1449.

B.3.2 Miscellaneous Equipment

- (a) FAA approved seats, seatbelts, and shoulder harnesses for the pilot and copilot. Conventional passenger seating shall be FAA approved seats that are quick-folding or quick-removable with metal-to-metal connector seat belts.
- (b) FAA approved anti-collision lighting to include at least one high visibility strobe light.
- (c) A time recorder, comparable to a Hobbs meter measuring flight time in hours and tenths, activated by an air pressure switch or landing gear squat switch. If an air pressure switch, switch shall be mounted forward of the propeller(s) or outboard of the propeller wash area in a position where the airflow from the propellers is not sensed.
- (d) Kit, First Aid (See Section E).
- (e) Survival Kit - Alaska operation. (See Section E)
- (f) Fire extinguisher - two 2-pound fire extinguishers approved for extinguishing petroleum based fuels and electrical fires (Halon recommended). Fire extinguisher(s) must be mounted in locations accessible to the aircraft occupants during flight.
- (g) Crash axe - securely mounted and accessible to the flight crew.

B.4 AVIONICS SYSTEMS

B.4.4 Avionics Systems

(a) General.

- (1) All required avionics systems shall be furnished, installed, and maintained by the Contractor in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B.
- (2) A complete set of schematic and wiring diagrams, covering all installed avionics systems, shall be available at the aircraft's designated base.

(b) Communications systems:

- (1) One Emergency Locator Transmitter (ELT). An automatic-portable/automatic-fixed or automatic-fixed ELT utilizing an external antenna meeting the requirements of 14 CFR 91.207 (excluding section f.), shall be installed per the manufacturer's installation manual, in a conspicuous or marked location.
- (2) **Two panel counted VHF-AM aeronautical transceivers (VHF-1 & VHF-2) in no greater than 25 kHz increments and a minimum of 5 watts carrier output power. One may operate in the frequency band of 118.000 to 135.975 MHz with a minimum of 720 channels and the second shall operate in the frequency band of 118.000 to 136.975 MHz with a minimum of 760 channels.**

NOTE: 760 Channel VHF-AM aeronautical transceivers may be required during the next contract cycle.

- (3) **Bid Items 1, 2, and 3:** One aeronautical VHF-FM radio transceiver (FM-1). **Bid Item 4:** Two aeronautical VHF-FM radio transceivers (FM-1 and FM-2).
 - (i) The transceiver shall provide operator selection of both wide-band (25 kHz bandwidth/5 kHz modulation) or narrow-band (12.5 kHz bandwidth/2.5 kHz modulation) operation by channel for MAIN and GUARD operation.
 - (ii) The transceiver shall meet the specifications provided in **Section E, FS/OAS A-19; AERONAUTICAL VHF-FM RADIO TRANSCEIVER SPECIFICATIONS.**
 - (iii) The transceiver's operational controls shall be mounted in a location that is convenient to both pilot and co-pilot/observer.

need only have a GUARD receiver in the first transceiver (FM-1) unless one is Project 25 digital compliant and the other is not.

(4) **Bid Items 1, 2, and 3:** Provisions for an auxiliary VHF-FM (AUX-FM) portable radio:

- (i) The Contractor shall provide the necessary interface for installing and properly operating an auxiliary VHF-FM portable radio through the aircraft's audio control systems. The interface shall consist of the appropriate wiring from the audio control systems, terminate in an MS3112E12-10S type connector and utilizing the contact assignments as specified by drawing FS/OAS-17, Section E, List of Attachments.
- (ii) One weatherproof, external, broadband antenna (Comant type CI-177 or equal) covering the 150-174 MHz band, with associated RG-58A/U (or equivalent) coaxial cable and connector, terminated in a bulkhead-mounted, female BNC connector adjacent to the above 10-pin connector.
- (iii) Mounting facilities, in accordance with the specifications of FAA Advisory Circular AC 43.13-2A, for secure installation of the auxiliary VHF-FM portable radio in the cockpit shall be provided. The location of the mounting facilities shall be such that, when connected with an 18-inch adapter cable, allows the pilot (single piloted aircraft) or co-pilot/observer (dual piloted aircraft) full and unrestricted movement of the radio's controls.
- (iv) Positive-polarity microphone excitation voltage shall be provided to the AUX-FM system from the aircraft DC power system through a suitable resistor network. A blocking capacitor shall be provided to prevent the portable radio microphone excitation voltage from entering the system. Sidetone for the AUX-FM shall also be provided (NAT AA34, Premier PA-34, or equivalent).
- (v) In lieu of the above AUX-FM requirements, the Contractor may substitute an additional aeronautical VHF-FM radio transceiver (FM-2) which meets the same requirements as FM-1.

(c) Navigation systems:

- (1) One Global Positioning System (GPS). A panel-mounted GPS shall be permanently installed in the aircraft. The GPS shall reference latitude and longitude coordinates for aircraft positioning, utilize an approved, fixed, external aircraft antenna, and be powered by the aircraft electrical system. The GPS unit must have the ability for manual entry of waypoints in flight. The GPS shall have a data base (VFR units not over one (1) year old &

IFR units not over 28 days old) covering the continental United States and Alaska. Handheld and/or marine type equipment is not acceptable.

- (2) One Transponder and Altitude Encoder. ATC transponder and altitude reporting system(s) must meet the requirements of 14 CFR 91.215 (a) and (b), 14 CFR 91.413 and be tested and inspected every 24 calendar months as specified by 14 CFR Part 43, appendix F.
- (3) One Static Pressure System, Altimeter Instrument System, and Automatic Pressure Altitude Reporting System (Static System). The aircraft's static system(s) shall be maintained in accordance with the IFR requirements of 14 CFR 91.411, and inspected and tested every 24 calendar months as specified by 14 CFR Part 43, appendix E.
- (4) Two panel mounted VOR receivers with indicators.

NOTE: Each VOR system must be maintained, checked, and inspected under an FAA approved procedure; or operationally checked within the past 30 days and recorded in a logbook. See 14 CFR 91.171 for precise requirements.

- (5) Two localizer receivers.
- (6) Two glideslope systems.
- (7) One marker beacon receiver system with indicator.
- (8) One DME system with indicator.
- (9) One ADF receiver with indicator. An ADF system is not required when at least one IFR approach certified GPS system is installed.
- (10) A magnetic compass. The magnetic compass('s) must be placarded per 14 CFR 23.1547.
- (11) Detection System
 - (i) One weather radar system.
 - Or
 - (ii) One thunderstorm detection system.
- (12) One traffic alert and collision avoidance system (TCAS) meeting type I standards.

standards.

- (13) Ground proximity warning system (GPWS). GPWS is not required on any aircraft operated under this contract. GPWS shall be disabled on all Smokejumping and Paracargo operations if installed. GPWS should be re-activated after completion of Smokejumping and Paracargo operations using appropriate checklists and procedures, notwithstanding any requirements of 14 CFR 135.153.
- (14) Cockpit voice recorder (CVR). A CVR shall be installed and operational where two pilots normally crew the aircraft in Smokejumper/Paracargo operations and the aircraft has a normal passenger seating configuration of six (6) or more seats. The CVR shall meet the standards of the contractors FAA operating certificate.
- (15) Flight data recorder (FDR). A FDR shall be installed and operational in aircraft having a passenger seating configuration of twenty (20) or more seats. The FDR shall meet the standards of the contractors operating certificate.

(d) Audio Control Systems.

(1) General.

- (i) Separate and interchangeable audio control systems shall be provided for the pilot and co-pilot/observer stations. Separate and interchangeable audio control systems shall be provided for all required spotter/mission coordinator stations. Each system shall provide the operator with separate controls for selection of multiple receiver audio outputs and transmitter microphone/PTT audio inputs.
- (ii) Spotter Stations. Spotter stations shall have an LED located on the audio control panel to indicate whenever a transmitter is activated from that station.
 - (A) Three spotter stations shall be installed in CASA 212, DC-3TP, and **Shorts, C23A/SD3-30** aircraft.

(1) Primary spotter station.

For CASA 212 aircraft: The primary spotter station shall be mounted immediately forward of the left side exit door on the cabin sidewall. The headset cable's length shall be three (3) feet.

For DC-3TP aircraft: The primary spotter station shall be

mounted immediately aft of the left side exit door at the rear bulkhead or the cabin sidewall adjacent to the exit door. The headset cable's length shall be six (6) feet.

For Shorts, C23A/SD3-30 aircraft: The primary spotter station shall be mounted above and slightly aft of the left side exit door. The headset cable's length shall be six (6) feet.

- (2) The assistant spotter's station shall be mounted opposite the left side exit door. The headset cable's length shall be six (6) feet on the CASA 212 and **Shorts, C23A/SD3-30** with a fifteen (15) foot cable on DC-3TP aircraft.

- (3) Mission coordinator position.

For CASA 212 aircraft: The mission coordinator's position shall be mounted in the cargo area immediately behind the co-pilot/observer.

For DC-3TP aircraft: The mission coordinator's position shall be mounted in the cockpit to the right side of the jump seat.

For **Shorts, C23A/SD3-30** aircraft: The mission coordinator's position shall be mounted in the cargo area between the pilot and co-pilot/observer.

- (B) One spotter station shall be installed in non-CASA 212, non-DC-3TP, and non-**Shorts, C23A/SD3-30** aircraft.

- (1) The primary spotter station shall be mounted aft of the left side exit door at the rear bulkhead or the cabin sidewall adjacent to the exit door. The headset cable's length shall be six (6) feet.
- (2) A second headset cable connection shall be mounted opposite the left side exit door for the assistant spotter. This position shall be connected to the primary spotter's station audio system and provide all the same functions as the primary spotter's station. Simultaneous use of both spotter positions shall not degrade the performance at either spotter's positions. The headset cable's length shall be twelve (12) feet.

- (2) Transmitter selection and operation.

- (i) Separate transmitter selection controls shall be provided to the

simultaneously select and utilize a different transmitter and PA system via their respective microphone/PTT. Whenever a transmitter is selected, the companion receiver audio shall automatically be selected for the corresponding earphone. Transmitter sidetone audio shall be provided for the user as well as for cross-monitoring via the corresponding receiver selection switch on the other audio control systems.

- (ii) The pilot, co-pilot/observer, and primary spotter's audio control systems shall have a JJ-033 type jack for a handheld microphone in addition to headset jacks. One handheld microphone with PTT shall be readily available to the pilots while in flight. One handheld microphone with PTT shall be installed at the primary spotters station.

(3) Receiver selection and operation.

- (i) Separate controls shall be provided for the pilot and co-pilot/observer to select audio from one or any combination of available communications receivers. Each system shall have separate receiver and ICS audio level controls.
- (ii) Separate controls shall be provided for all required spotter/mission coordinator stations to independently adjust intercom and receiver audio from one or any combination of available communications receivers. Each system shall have separate receiver and ICS audio level controls. Spotter/mission coordinator stations are not required to provide audio from navigational systems.

(4) Radios and systems.

- (i) Audio control systems shall provide for selection of all installed radios and PA systems at all required positions.

(5) Earphones and microphones.

- (i) The audio system shall be designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom-type microphones (Gentex electret type Model 5060-2, military dynamic type M-87/AIC with CE-100 TR preamplifier, or equivalent).
- (ii) All earphone/microphone jacks in the aircraft shall operate all required radios, ICS, and PA systems that are required for that position.
- (iii) Pilot and co-pilot/observer earphone/microphone jacks shall be JJ-033/JJ-034 type. All spotter earphone/microphone jacks in the aircraft shall be cable mounted U-92A/U type, which will accept the U-174/U

033/JJ-034 type. All spotter earphone/microphone jacks in the aircraft shall be cable mounted U-92A/U type, which will accept the U-174/U type jacks. CASA 212 and DC-3TP mission coordinator earphone/microphone positions shall have both U-92A/U and JJ-033/JJ-034 type jacks panel mounted. The **Shorts, C23A/SD3-30** mission coordinator earphone/microphone position shall have a cable mounted U-92A/U type jack and panel mounted JJ-033/JJ-034 type jacks.

- (iv) Spotter, and **Shorts, C23A/SD3-30** mission coordinator, headset cables shall be a coiled cord type with a large clip at the U-92A/U jack end for securing the cable to the spotters clothing.
- (v) All spotter, and Shorts, C23A/SD3-30 mission coordinator, headset cables shall use MS3116F10-6P (or equivalent) type connectors. All spotter, and **Shorts, C23A/SD3-30** mission coordinator, stations connectors shall be bulkhead mounted MS3114E10-6S (or equivalent) type connectors. Pin assignments shall be: Pin A-audio low; Pin B-mic hi; Pin C-mic low; Pin D-audio high; Pin E-XMIT PTT; Pin F-ICS PTT.

(6) Push-to-talk (PTT) operation.

- (i) Separate PTT switches shall be provided for radio transmitter and ICS microphone operation at all required positions. The pilot and co-pilot's PTT switches shall be mounted on the yoke or throttle. The spotter PTT switches shall be mounted on the headset cable. The CASA 212 and DC-3TP mission coordinator's PTT switches shall be mounted on any panel area convenient to the operator but adjacent to the audio control. The **Shorts, C23A/SD3-30** mission coordinator shall have two PTT switches: the first shall be mounted on any panel area convenient to the operator but adjacent to the audio control; and the second shall be mounted on the headset cable.

(e) Cabin Public Address System.

- (i) The aircraft shall be equipped with a cabin public address system using a sufficient number of flush mounted speakers to insure complete message intelligibility to all passengers in flight during normal Smokejumper and Paracargo operations.
- (ii) The PA amplifier shall be capable of at least 25 watts of audio power output with less than 10% distortion. The PA system shall be powered by the aircraft's power bus.

(f) InterCommunications System (ICS).

- (1) An ICS system shall be provided for all required positions. ICS audio shall mix with, but not mute, selected receiver audio. Adjustment of the ICS audio level at any position shall not affect the level at any other position. A "hot mic" capability, controlled via an activation switch or voice activation (VOX) shall be provided for the pilot and co-pilot/observer. Spotter/mission coordinator positions shall not have "hot mic" or VOX capability. ICS sidetone audio shall be provided for the earphone corresponding with the microphone in use.
- (2) The spotter/mission coordinator's audio control systems shall be interfaced with the pilot and co-pilot/observer's audio control systems on aircraft normally crewed by two pilots as follows:
 - (i) The pilot shall be able to isolate all spotter/mission coordinator's transmit and receive ICS to the pilot and co-pilot/observers ICS system; however, the spotter/mission coordinator's ICS system shall not mute the pilot and co-pilot/observer's transmit and receive ICS.
 - (ii) The primary spotter's position shall have an LED, which will illuminate during isolation from the pilot and co-pilot/observers ICS system. A "Call" button shall be mounted by the primary spotter's isolation LED which will activate a tone in the pilot's audio control system notifying the pilot to re-connect the two ICS systems. The tone shall terminate automatically once the "Call" button is released.

(g) Avionics Installation and Maintenance Standards.

- (1) All avionics systems used in or on the aircraft for this contract and their installation and maintenance shall comply with all manufacturers' specifications and applicable Federal Aviation Regulations contained within 14 CFR.
- (2) Strict adherence to the recommendations in FAA AC 43.13-1B Chapter 11, "Aircraft Electrical Systems", and Chapter 12, "Aircraft Avionics Systems", as well as AC 43.13-2A Chapter 1, "Structural Data", Chapter 2, "Radio Installation", and Chapter 3, "Antenna Installation", is required.
- (3) All avionics systems requiring an antenna shall be installed with a properly matched aircraft-certified, broadband antenna unless otherwise specified.
- (4) Antennas shall be polarized as required by the avionics system and have a VSWR less than 2.5 to 1.
- (5) Required avionics systems and contractor offered avionics/communication equipment must meet the performance specifications as specified in **Section E**, FS/OAS A-24; AVIONICS OPERATIONAL TEST PROCEDURES.

- (6) Labeling and marking of all avionics equipment shall be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.
- (7) Avionics equipment mounting location and installation shall not interfere with occupant safety, space, and comfort. Avionics equipment will not be mounted under seats designed for deformation during energy attenuation. In all instances, the designated areas for collapse shall be protected.

B.5 AIRCRAFT MAINTENANCE

The Contractor shall be responsible for all inspections, maintenance, and repair of aircraft and for all expenses related to such work.

- (a) The Contractor shall provide or arrange for sufficient maintenance and repair capability to keep the aircraft in airworthy flying condition at all times. The Contractor shall provide maintenance when needed, either at the designated base or at a maintenance facility within 3 hours of the need being identified.
- (b) The Contractor shall identify to the Government, at the time of pre-use inspection, the maintenance facilities and/or maintenance personnel arranged to use to fulfill the requirements of this contract.
- (c) All major overhaul of airframe, engines, or components shall be performed by FAA approved repair stations. Aircraft operated with components and accessories on approved TBO extension programs are acceptable provided that the Contractor who provides the aircraft must be the holder of the approved extension authorization (not the owner if the aircraft is leased), and shall operate in accordance with the extension.
- (d) Mechanics assigned to work on aircraft under this contract shall have appropriate FAA certification and ratings or shall at all times be working in the presence of one so certified and rated.
- (e) Compliance with applicable mandatory manufacturer's bulletins, FAA Airworthiness Directives (AD), and the correction of maintenance deficiencies shall be accomplished prior to delivery and during service.
- (f) All work shall be accomplished in accordance with the standards established by FAR Part 43, AC 43.13-1~~B~~ and 43.13-2~~A~~, and the manufacturer's instructions and in accordance with those procedures established in the Contractor's maintenance program approved under Part 135 or 121 Operations Certificate.
- (g) A copy of the current maintenance record required by FAR 91.417 shall be kept at the designated base.

B.6 PERSONNEL REQUIREMENTS

B.6.1 Pilot Requirements - General

- (a) The Contractor shall furnish with each smokejumper aircraft one pilot per day, 7 days per week, as required by the aircraft certification standards.
- (b) The Contractor shall furnish qualified pilots for relief purposes on the regular pilot's day off at no additional cost to the Government.
- (c) The Contractor shall submit in writing to the Contracting Officer the name of each pilot assigned to the designated base. The Contractor shall identify each base to which the pilot is assigned under any Government contract, and shall furnish a schedule of the pilot's utilization at each base.
- (d) Each pilot shall display upon demand:
 - (1) Pilot Certificate with appropriate ratings as required.
 - (2) Current medical certificate issued under FAR, Part 67.
 - (3) Written evidence of passing an approved FAA currency flight check.
 - (4) A Forest Service Qualification Record Card issued by a designated pilot inspector.
 - (5) Proof of observation of "The Professional Smokejumper Pilot."
 - (6) An Agency Qualification Card issued by an Inspector of Pilots.
- (e) Each pilot shall, at the discretion of the Contracting Officer, pass an Agency flight check in make and model over typical terrain. The Agency flight check shall be made in addition to the experience requirements (see Pilot Requirements - Experience). **BID ITEM 1:** To include Special Mission authorization on the Forest Service Airplane Qualification card for flights to and from mountainous / remote airstrips. This flight check shall include operations to and from the central Idaho, USFS airstrips at Shearer, Moose Creek, and Dixie. The contractor shall bear the hourly flight costs associated with this paragraph. The daily availability will continue during the checkride(s).
- (f) Pilots may function as mechanics provided that:
 - (1) The pilot possesses a current FAA mechanic certificate with appropriate ratings.

- (2) The normal pilot duty limitations will apply to the pilot when functioning as a mechanic.
- (3) During unavailability, mechanic duties in excess of 2 hours will apply as flight time on a one-to-one basis toward flight hour limitations.
- (4) An additional certificated mechanic with appropriate ratings, other than the pilot, shall perform all scheduled inspections.

B.6.2 Pilot Requirements - Experience

- (a) Pilots-in-command shall have accumulated the minimum flight times listed below. Flight time shall be determined from a certified pilot log. Further verification of flight hours may be required at the discretion of the Contracting Officer.

Pilot Experience Requirements

<u>Flight Hours</u>	<u>Minimum</u>
(1) Total time (airplane)	1500
(2) Pilot-in-command (airplane)	1200
(3) Category and class to be flown	200
(4) Night flying to include at least three takeoffs and landings to a full stop during the preceding 90 days in category and class of aircraft.	100
(5) Actual or simulated instrument flight time (including 50 hours in flight)	75
(6) Typical terrain and landing facilities - mountain and low level	200
(7) In make and model or subsequent series of aircraft to be used	25
(8) In above make and model, preceding 30 days	5
(9) In class, preceding 60 days	10
(10) During preceding 12 months	100

- (b) Pilots assigned as pilot-in-command on smokejumper or paracargo dropping missions shall have previously possessed a Forest Service or other Government Agency smokejumper and paracargo pilot-in-command card. Pilots may be required to demonstrate to a Forest Service Inspector Pilot their proficiency prior to being accepted as pilot-in-command. Additional pilots without previous smokejumper and paracargo experience may be qualified for smokejumper and paracargo missions by accomplishing the following:
- (1) Ten (10) hours of specialized pilot training including a minimum of five (5) flight hours in an aircraft meeting contract requirements at the Contractor's expense under supervision of an approved and current smokejumper/paracargo pilot or Forest Service Smokejumper Pilot Inspector as designated by the Regional Aviation Officer. The 5 hours of specialized flight training will include, but is not limited to, the following:
 - (i) Emergency procedures at gross weight.
 - (ii) Simulated smokejumper maneuvers including streamers, personnel drops, and paracargo drops.
 - (iii) Actual streamer drops to calculate wind direction and intensity and release point for personnel drops.
 - (iv) Actual personnel drops.
 - (v) Actual paracargo drops.
 - (vi) Mountain flight techniques.
 - (2) At the conclusion of the 10 hours of specialized training, a Forest Service Inspector Pilot, Smokejumper Base Manager, and Contracting Officer will determine the suitability of the trainee pilot. If the trainee is determined suitable, he/she will be required to perform the following:
 - (i) An additional evaluation flight will be on an actual fire mission with a designated Forest Service Inspector Pilot. For this purpose, a mission is defined as a flight with takeoff and landing including the in-flight dropping of smokejumpers and paracargo.
 - (ii) The Forest Service Inspector Pilot may require additional training and/or missions if the evaluation flight is unsatisfactory or may recommend termination of the training. The evaluation flight may require more than one actual fire mission to properly demonstrate trainee pilot's ability under typical mission conditions.

- (iii) In lieu of the requirements in B6.2, a pilot may become qualified as a pilot-in-command on smokejumper or paracargo dropping missions by successfully completing the USDA Forest Service Smokejumper Pilot Training Guide Program. All flights for training under the program will be at Contractor expense, except actual fire missions.
- (c) Additional pilots flying only point-to-point missions not involving any smokejumper, paracargo or low-level operations, will not be required to meet the requirements of B6.2. Approval of pilots in this category shall not relieve the Contractor of the requirement to provide the required number of pilots approved for smokejumper and paracargo operations.

The Contractor shall submit an experience resume for each pilot offered for approval. The resume shall include names and pilot addresses of past employers, substantiation of related type and typical terrain flying and must show any and all accidents involving aircraft. The information shall be submitted on Form FS-5700-20, Airplane Pilot Qualifications and Approval Record (See Section E, Exhibit 11.)

- (d) Pilots whose experience cannot be verified by the Government will not be accepted.
 - (e) When a two pilot crew is required, the copilot shall meet the requirements of FAA Regulations, Part 135, Subpart E, G, and H, or company's operations specifications, whichever is more restrictive.

B.6.3 Flight and Duty Limitations

- (a) All pilots will be limited to the following tours of duty and flight hours. All revenue-producing flying time, such as charter, air commerce, aerial work activities, flight instruction, etc., whether under this contract or not, will count toward the limitations.
 - (1) Flight time shall not exceed a total of 8 hours per day.
 - (2) Flight time shall not exceed a total of 42 hours in any six consecutive days.
- (b) Pilots accumulating 36 or more hours of flying in any six (6) consecutive days shall be off duty the next day.
 - (1) Within any 24-hour period, pilots shall have a minimum of 10 consecutive hours off duty immediately prior to the beginning of any duty day. Travel, not local in nature, may be counted as duty time.

- (2) Duty includes flight time, ground duty of any kind, and standby or alert status at any location.
- (3) During any 14 consecutive days, pilots shall be off duty for two (2) full calendar days. Days off duty need not be consecutive.
- (c) Pilots flying point-to-point (airport to airport, etc.) with two (2) pilots shall be limited to 10 hours per day, B6.3 (a), notwithstanding. (This does not include flights from one airport on a smokejumper or paracargo drop, or a patrol/detection flight, and landing at another airport.)
- (d) Pilots flying missions covered in B6.3 (b) who are also flying other Forest Service missions shall be limited to the flight hour limitations in B6.3 (a).
- (e) When the available flight hours within the limitations of B6.3 (a) or B6.3 (b) are reduced due to noncontract flying, the payment will be reduced as provided in the contract.
- (f) Pilots may be removed from duty for fatigue or other causes created by unusually strenuous or severe duty before duty limitations are reached.

B.6.4 Personal Protective Clothing and Equipment

All pilots shall comply with the following. Contractor furnished equipment shall be operable and maintained in good repair.

- (a) Fire-Resistant Clothing.
 - (1) All crew members and additional crew members shall wear long sleeved shirts and trousers (or long sleeved flight suits) made of fire-resistant material, leather boots, and leather gloves, or gloves made of fire-resistant material. The shirt, trousers, boots, and gloves shall overlap by 2 or more inches when the pilot is in a sitting position with hands on the yoke. Pilots shall not wear clothing made of synthetic flammable-type materials, except for the fire-resistant clothing described above.
 - (2) NOMEX® or other material proven to meet or exceed specifications contained in MIL-C-83429A may be worn. Currently, the following "other" materials meet this specification:
 - (i) FRT Cotton Denim Cloth, MIL-C-24915.
 - (ii) FRT Cotton Chambray Cloth, MIL-C-24916.

- (3) Clothing not containing labels identifying the material either by Brand Name or MIL-Spec will not be acceptable.

B.7 FLIGHT AND GROUND OPERATIONS

B.7.1 Contractor Responsibility. The Contractor is responsible for the security of any equipment provided.

B.7.2 Pilot Authority and Responsibility

- (a) Pilot is responsible for the safety of the aircraft, its occupants, and cargo. Safety requirements, such as preflight, reserve fuel, and weight and balance limitations shall be strictly adhered to. The pilot shall refuse any flight or landing that the pilot considers to be hazardous or unsafe.
- (b) The pilot shall not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the Contracting Officer.
- (c) The pilot is responsible for ensuring that any aircraft functional discrepancy is promptly recorded, corrective action taken, and that the aircraft is inspected and maintained in accordance with the operator's approved maintenance program.
- (d) The pilot-in-command will be responsible for accomplishing and formally documenting weight and balance calculations for each flight using weights of passengers and cargo carried.

B.7.3 Substitution of Aircraft and/or Personnel

- (a) The Contractor may substitute or replace aircraft and personnel meeting contract requirements after receipt of written approval from the Contracting Officer.
- (b) Request for substitution shall be made at least 10 days prior to the proposed exchange, except for unforeseen conditions.
- (c) When Contractor pilots or aircraft are exchanged or replaced, inspection, training and familiarization costs, including any required flight time up to 3 hours, shall be accomplished at the Contractor's expense. The Contracting Officer will determine the necessary amount of flight time. This is not intended to affect cross-shifting of pilots that are familiar with the operating area nor to affect approved relief pilots.

B.7.4 Suspension of Personnel

- (a) Pilot. The Contracting Officer may suspend any pilot who flies recklessly, does ineffective work, exhibits fatigue, or has conduct detrimental to the purpose for which contracted. (See B Scope of Contract.)
- (b) Mechanic. The Contracting Officer may suspend any mechanic who is careless, does poor quality work, exhibits fatigue or conduct that might jeopardize the safety of the operation.

B.7.5 Accidents and Incidents

- (a) Accidents shall mean destruction or substantial damage to the aircraft, aircraft components, and any injury to personnel as defined by National Transportation Safety Board (NTSB).
- (b) Serious incidents shall mean any air or ground mishap, malfunction, or situation involving aircraft or personnel that results in a deviation from standard procedures and has the potential for resulting in accident, injury, or death.
- (c) All wreckage and equipment that might be involved in an accident related to this contract shall be under the control of the Contracting Officer or other persons or agencies designated by the Contracting Officer until released.
- (d) Aircraft or pilots involved in any serious incident or accident are suspended from further use until released by the Contracting Officer.
- (e) The Contractor agrees to fully cooperate in any investigation and to provide any needed records, statements, or parts in the investigation of any accident or serious incident.
- (f) If the Government deems it necessary to disassemble any of the aircraft or its components to determine probable cause of the accident or incident, the Government will be responsible for any costs for disassembling. The Contractor will be responsible for any costs involved in reassembly and approval for return-to-service of any item disassembled by the Government.

B.7.6 Special Safety Requirements

- (a) Except when operated under dry lease provisions, the Contractor, in order to protect life and health and to prevent damage, will use due diligence in preventing accidents and will comply with applicable Federal and State laws.
- (b) No equipment such as radios, survival gear, fire tools, etc., shall be located in or on the aircraft in such a manner as to potentially cause damage or obstruct the operation of equipment or personnel.
- (c) Smoking in the aircraft is not permitted.
- (d) All aircraft occupants shall wear safety belts during takeoff and landing or when flying within 1,000 feet of the ground and at other times specified by the pilot. Specific exemptions apply only to smokejumpers, spotters, and cargo droppers when safety belts are unavailable or personnel are required to move about the cabin in performance of the mission.

B.7.7

Safety and Accident Prevention

- (a) Safety of ground and flight operations are paramount when conducted in the performance of this contract. The Contractor shall advise the Contracting Officer of any incidents and accidents occurring within any company operations, whether under this contract or not, during the contract period. (See Accidents and Incidents). Further, the Contractor shall furnish a copy of all reports required to be submitted to the Federal Aviation Administration (FAA) by the Federal Aviation Regulations (FAR) that relate to pilot and maintenance personnel performance, aircraft airworthiness, or operations.

Examples of these reports are paragraphs 135.415 Mechanical Reliability Reports and 135.417 Mechanical Interruption Summary Report required in Part 135 of the Federal Aviation Regulations, Part 830 of the National Transportation Safety Board Regulations and FAA Form 8010-4, Malfunction or Defect Report (see Section E, Exhibit 12).

- (b) Following the occurrence of any incident or accident, the Contracting Officer will evaluate such incident and accident for cause. If the evaluation determines that the cause is based on violation or noncompliance with Clause C.10.5 (a), the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices or programs that contribute to safety of operations or negligence on the part of the company officers or employees, the occurrence of the incident or accident may constitute default in the performance of the contract. A finding of default under the above cited conditions shall

entitle the Government to exercise the right to terminate the contract as provided in Section C, Clause - Default (Fixed-Price Supply and Service).

- (c) The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. When, in the sole judgment of the Contracting Officer, the programs will not adequately promote the safety of operations, the Government may terminate the contract for default as provided in Section I, Clause - Default (Fixed-Price Supply and Service).

Examples of such programs are (1) hiring and employee compensation, (2) maintenance, (3) safety, and (4) compliance with regulations.

- (d) The Contractor shall fully cooperate with the Contracting Officer in the fulfillment of this clause.

SECTION C - TERMS AND CONDITIONS

C.1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FAR 52.212-4) (MAR 1999) (Tailored)

- (a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--
 - (1) Within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) *Assignment.* The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).
- (c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable

dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (See SECTION C.5.3 PAYMENT FOR FLIGHT).

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the

Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) *Limitation of liability.* Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
 - (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.

- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

C.2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FAR 52.212-5) (FEB 2000)

- (a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

- (b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I to 52.219-5.
- (iii) Alternate II to 52.219-5.
- X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- X (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

- ____ (8)(i) 52.219-23, Notice of Price Evaluation. Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii)____ Alternate I of 52.219-23.
- ____ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- X (12) 52.222-26, Equal Opportunity (E.O. 11246).
- X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ____ (16) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10a-10d).
- ____ (17)(i) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ____ (i) Alternate I of 52.225-3.
- ____ (i) Alternate I of 52.225-3.
- ____ (18) 52.225-5, Trade Agreements (19 U.S.C. 2501 et seq., 19 U.S.C. 3301 note).
- ____ (19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- X (20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ____ (21)[Reserved]
- ____ (ii) Alternate I of 52.225-21.
- X (22) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).
- ____ (23) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (31 U.S.C. 3332).
- ____ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ____ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ____ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being

incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ☒ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).
- ☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).
- ☐ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) *Comptroller General Examination of Record.* The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
 - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
 - (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

C.3 SUPPLEMENT TO 52.212-4 (A) INSPECTION/ACCEPTANCE

C.3.1 Pre-Use Inspection of Equipment and Personnel

- (a) After award of the contract and any renewal thereof, but not less than 2 days before use, an inspection of the Contractor's equipment and personnel will be made. The inspection will take place at the designated base or such other location as approved by the Contracting Officer.
- (b) The aircraft, pilot(s), and relief pilot(s) shall be made available for inspection as scheduled by the Contracting Officer.
- (c) The Contractor shall provide a list of FAA Airworthiness Directives and Manufacturer's Mandatory Service Bulletins for the make, model and series of aircraft offered indicating whether applicable or not. If applicable, the date and airframe total time at compliance, method of compliance, next compliance due date, if recurring, and authorized signature and number will be recorded. The list will be similar to that shown in Advisory Circular 43-**9C, or as amended.**
- (d) A list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis shall be provided. The list shall include the component names, serial numbers, service life (or inspection/overhaul time), total time since major overhaul or inspection, and hours remaining before replacement, overhaul, or inspection.
- (e) The Contractor may be required to furnish a copy of the procedures manual and revisions as required by FAR 135.
- (f) The documents described in paragraph (c) above and a copy of the contract

shall be made available at the pre-use inspection.

- (g) Performance tests, including takeoff, landing, and pattern flying to ascertain that aircraft and pilots meet specifications may be required by the Contracting Officer. Tests will be conducted at the designated base(s) or any other landing field of similar characteristics and elevations. Specifications and performance data on certified civil aircraft may be accepted in lieu of actual performance tests at the discretion of the Contracting Officer.

C.3.2 Pre-Use Inspection Expenses

- (a) All operating expenses incident to any pre-use inspections including move-in and move-out operation of the aircraft, and pilot time, if applicable, during the inspection shall be borne by the Contractor.
- (b) Pilot check rides may require up to 2 hours of flight time for each pilot as deemed necessary by the Contracting Officer. All check rides shall be performed in an aircraft of like make and model furnished under this contract.
- (c) Check rides listed above are in addition to specialized pilot training requirements listed in Section B.
- (d) The Contractor will not be charged for costs incurred by the Government on the initial pre-use inspection.

C.3.3 Reinspection Expenses

- (a) When reinspection is necessary because Contractor's equipment and/or personnel did not satisfy the initial inspection, reinspection costs incurred by the Government may be charged to the Contractor.
- (b) Such costs may include actual costs of transportation, per diem, and overtime of the Government Inspector(s). The Contractor shall give advance notice to the Contracting Officer as to the time reinspection is desired.

C.3.4 Inspection During Use

- (a) At any time during the contract period, the Contracting Officer may make tests or inspections as deemed necessary for the purpose of determining that the Contractor's equipment and/or personnel currently meet specifications.
- (b) Government costs incurred during these inspections will not be charged to the Contractor.

- (c) If the inspections or tests reveal deficiencies that require correction and subsequent reinspection, the costs incurred by the Government may be charged to the Contractor in accordance with clause "Reinspection Expenses."

C.3.5 Inspection of Substitute Equipment and Personnel

Inspection costs incurred by the Government when inspecting substitute personnel and/or equipment subsequent to the initial pre-use inspection, may be charged to the Contractor in accordance with clause Reinspection Expenses.

C.3.6 Post Award Conference (AGAR 452.215-76)

A post award conference with the successful Offeror is required. It will be scheduled and held within 15 days after the date of contract award. The conference will be held at designated Base or a place mutually agreed to between the Contracting Officer and the Awardee.

C.4 CONTRACT PERFORMANCE PERIOD

C.4.1 Contract Performance Period

The contract period shall be effective for one (1) calendar year from date of award.

C.4.2 Designated Base and Mandatory Availability Period

- (a) The designated base is shown in the Schedule of Items, Section A.
- (b) Mandatory Availability Period. The Contractor will be given a minimum of 10 days after award before any availability must be provided.
 - (1) As Specified in the Schedule of Items
 - (i) The Mandatory Availability Period(s) will begin on the date(s) stipulated in the Schedule of Items unless the Government fails to award the contract at least 10 days prior to the established date, or
 - (ii) By mutual consent, a new starting date is established. When a new starting date is established, the number of days in the Mandatory Availability Period will remain the same.
 - (iii) The aircraft and pilot shall be ready to commence operations at 8:00 a.m., or such time stipulated by the Government on the first day of the Mandatory Availability Period.
 - (2) Adjusted Pre-mandatory Period (Subject to mutual agreement by both parties.)
 - (i) The Mandatory Availability Period may be effective up to 30 days before

the date specified in the Schedule of Items.

- (ii) All services ordered during this period will apply against the Mandatory Availability Period.
- (c) Post-Season Period (Subject to mutual agreement by both parties.) The Government may order service on a day-to-day basis during the 60 calendar-day period following the Mandatory Availability Period. This service is subject to acceptance by the Contractor. If accepted, all terms and conditions of the contract will apply.
- (d) During the Mandatory Availability Period and any extensions thereof, aircraft shall be stationed and remain at their designated or alternate base of operations fully operational and ready for takeoff. Availability is required in accordance with F.5.

C.4.3 Daily Availability Requirements

- (a) Equipment. The aircraft and related equipment will remain at the assigned base 24 hours per day and will not be removed without the approval of the Contracting Officer.
- (b) Personnel. Each day, each of the Contractor's personnel **WILL BE IN ONE** of the following conditions of availability.
 - (1) Standby. Personnel will be on standby each day for the number of hours specified in the Schedule of Items. The start of the standby period will be established by the Contracting Officer and may be adjusted from day to day. During this time, flying is required on short notice in that no longer than 10 minutes elapse from the time dispatch orders are given to the pilot and the time that the aircraft is airborne. At any time that standby or a flight mission is ordered prior to the assigned standby hours, the standby (duty hours) period is automatically adjusted in that the duty period will begin when standby or flight mission commences.
 - (2) Extended Standby. Hours of standby, in addition to those specified in the Schedule of Items, may be ordered by the Contracting Officer.
 - (3) Return-to-Standby (Alert) The Contractor will inform the Contracting Officer how to contact appropriate personnel. Subject to Flight and Duty Limitations, these persons will be allowed 2 hours to return to standby status after the contact attempt is made. Failure to return-to-standby status within 2 hours may result in loss of availability status.

- (4) Authorized Breaks. During the standby period, requirements may be modified by the Contracting Officer to allow Contractor's personnel time off away from the designated or alternate base or, to conduct routine maintenance. No deduction will be made for such authorized breaks.

C.4.4 Unavailability of Aircraft and/or Personnel

- (a) The Contractor will be considered to be unavailable whenever the aircraft or pilot is not in condition to perform or fails to perform within the availability requirements. The Government may exercise its right to Termination for Default if there is unavailability in excess of three (3) full consecutive calendar days or an accumulation of 10 percent of the total days in the Mandatory Availability and Post-Season Periods.
- (b) Unavailability status will continue to apply to each day until the cause of the failure is corrected. It is the Contractor's responsibility to inform the Contracting Officer whenever the cause of unavailability is corrected (see G.4 concerning the loss of payment for unavailability)

A Contractor will not be considered to be unavailable when the pilot could not have flown because of flight and duty limitations.

C.4.5 Option to Extend the Term of the Contract--Fixed-Price Contract (AGAR 452.217-78) (FEB 1988)

- (a) The Government has the option to extend the term of this contract **for four (4) additional period(s)**. If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option

C.5 CONTRACT ADMINISTRATION DATA

C.5.1 Government Furnished Property (AGAR 452.245-70) (FEB 1988)

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" FAR clause contained elsewhere in this contract. (See Section B.)

C.5.2 Government Property---Facilities Use (AGAR 452.245-71) (FEB 1988)

In the performance of this contract, the Contractor is authorized to use on a no-charge, noninterference basis, the following Government owned facilities. The facilities shall be used and maintained in accordance with the provisions of the "Government Property (Facilities Use)" FAR clause contained elsewhere in the contract. See Section B

C.5.3 Payment for Flight

- (a) Payments for flight time will be made only when properly ordered by persons designated to authorize such flights.
- (b) All flights will be made in a timely manner and safely performed consistent with aircraft performance capabilities. Known distance flown and known speed of aircraft will be used as a basis to determine that flight time is reasonable.
- (c) Flight time will be computed in hours and tenths of hours as recorded by the hour meter specified in Section B. Meter readings will be entered on Form 6500-122 Flight Use Report (See Section E). The contractor may use their own invoice per mutual agreement.
- (d) No flight time will be paid for loading, refueling, taxiing, or warm-up operations.
- (g) While operating in Alaska, a dry fuel rate will be calculated by subtracting the fuel price-per-gallon multiplied by consumption rate-per-hour from the wet flight rate stated in Section E, **Exhibit 9, Smokejumper Fixed Flight Rate and Find Consumption Table.**

C.5.4 Payment for Availability

- (a) The Government will pay daily availability for each one-quarter hour that the Contractor meets availability requirements as specified in Section C. The maximum amount of availability to be earned per day is the daily availability bid amount.
- (b) Daily availability will be computed as follows: Multiply the total number of quarter hours of availability each day by 1/36 of the daily availability bid rate.
- (c) Availability payment **WILL NOT BE MADE WHEN SERVICE IS UNAVAILABLE.**

C.5.5 Payment for Extended Standby

- (a) When personnel are required to be on standby beyond the hours stipulated in the Schedule of Items, each authorized crew member will be paid the hourly rate (rounded to the next full hour) specified in the Schedule of Items. No extended standby shall be earned by those pilots that have not been on standby as defined in Section I, Definitions.
- (b) The Extended Standby Rate may be adjusted in accordance with the Service Contract Act, see Section C, FAR Clause 52.222-41.

C.5.6 Payment for Service in the Post-Season Period

- (a) The Contractor will be paid for availability and flight in accordance with Payment for Flight and Payment for Availability clauses in this Section.
- (b) Any additional payments, if applicable, will be made in accordance with Section C, Clauses - Payment for Extended Standby and clauses - Payment for Transportation Costs Away from Designated Base through clause - Payment for Additional Pilots.

C.5.7 Payment for Transportation Costs Away From Designated Base

- (a) When Contractor's aircraft is dispatched away from the designated base, the Government will authorize payment for additional necessary and reasonable costs involved in transporting authorized relief crew members to alternate bases when approved in advance by the Contracting Officer. These costs are limited to the actual transportation of the individuals; i.e., airplane tickets, car rentals, and the like. Salary costs for the Contractor's employee(s) while in travel status is not a cost for which the Government will reimburse the Contractor.
- (b) If the Government does not authorize such payment, no deduction will be made for unavailability incurred because of personnel duty limitations.
- (c) Claims for reimbursement will be supported by itemized invoice.

C.5.8 Reimbursement for Airport Use Costs

- (a) The Government will reimburse the Contractor for any airport use costs that the Contractor is required to pay (such as tie-down charges, or other similar type costs supported by paid itemized invoices) when ordered to operate from an airport other than the designated base.
- (b) The Government will reimburse the Contractor for all landing fees that the Contractor is required to pay except for those incurred for the convenience of the Contractor.

C.5.9 Reimbursement for Mobilization and Demobilization Costs

- (a) The Contractor is responsible for all mobilization and demobilization costs to and from the designated base(s). When initially dispatched to an alternate base, the Government shall be entitled to the equivalent of one round trip at no cost from the Contractor's home base to the designated base(s) and return.
- (b) If more than one designated base is specified in the Schedule of Items, flights between the designated bases will be at the Contractor's expense.
- (c) Payment will be made for all other ordered ferry flights.
- (d) When service is ordered and agreed to under the Post Season Period and if a break in service occurs, the Government will reimburse the Contractor for all necessary and reasonable costs for the mobilization and demobilization of the aircraft and crew. Claims for reimbursement shall be supported by itemized invoices and shall be submitted to the designated payment office.

C.5.10 Payment for Overnight Allowance

- (a) Overnight allowance will be paid equal to the current standard maximum rate that is allowed (or high rate, if applicable) as established by the Federal Travel Regulation (FTR) for each authorized crew member for every night assigned to an alternate base, or at its option, may provide meals and/or lodging. A list of localities where high rates are authorized is available upon request.
- (b) If partial overnight allowance is provided by the Government, the Contractor will be reimbursed at current FTR rates for the portion that is Contractor provided. Current rates established by the FTR (10/01/00) are:

<u>LOWER 48</u>	<u>STANDARD RATE</u>	<u>HIGH RATE</u>
Meals/Incidental Expenses:	\$30.00	- \$30.00 \$34.00,\$38.00 \$42.00 or as established by FTR rate schedule.
Lodging:	\$55.00	-Maximum allowable FTR rate for the closest geographical area where accommodations are available.

<u>ALASKA</u>	<u>STANDARD RATE</u>	<u>HIGH RATE</u>
Meals/Incidental Expenses:	\$60.00	Current FTR rate.
Lodging:	\$80.00	-Maximum allowable FTR rate for the closest geographical area where accommodations are available.

NOTE: The appropriate rate for meals and incidental expenses will be paid unless the Government makes three meals available to the Contractor. The Contractor's lodging will be paid only when it is not furnished by the Government.

If the Contractor elects to not utilize Government provided lodging, there is no reimbursement for lodging or transportation costs incurred by the Contractor.

If the FTR rate changes, the change in overnight allowance to the Contractor will become effective on the effective date of the FTR change.

- (c) Overnight allowance may also be applicable to primary crew members who are unable to return from the field.

C.5.11 Payment for Additional Pilot

- (a) When the Contractor **is ordered by the Contracting Officer** to furnish the additional pilot, the Government will pay an additional \$250 per day and reimburse the Contractor on an actual cost basis for the mobilization and demobilization costs of the pilot, plus the specified per diem rate. Such costs may include, but not be limited to, airline or bus fares, small aircraft usage, vehicle mileage, and telephone calls.
- (b) The costs shall be necessary and reasonable in amount. Claims for reimbursement shall be supported by itemized invoices and shall be submitted to the designated payment office.

C.5.12 Payment for Additional Equipment and Personnel

When additional aircraft or personnel are required by the Government, the Contractor may furnish them, if available. All terms and conditions of this contract will apply to their use except as set forth below:

- (a) Ferry or transportation from the point of dispatch and return will be paid at the applicable flight rate and proportionate availability in accordance with Section C, payment for Availability.
- (b) Such aircraft will be released when the Government's need ceases to exist.

C.5.13 Miscellaneous Costs to the Contractor

The Contractor will be required to arrange for housing, subsistence, ground transportation, and other expenses of employees at the designated base. However, should the Contractor or any of his employees receive meals, quarters, or lodging from the Government, the cost of the same shall be deducted from payments at the prevailing Government rates except for those meals furnished at field locations with ongoing fires for which no charge will be made.

C.5.14 Miscellaneous Payments

Federal Airport and Airway Excise Taxes (P.L. 97-248) (Contractor furnished pilot) Public Law 97-248 imposes an excise tax on aviation in one of two ways: (1) as a fuel tax and (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds.

Transportation tax is determined to apply to this contract except when operating out of non-Federally funded airports. When transportation tax is applied, payment for flight will be made at the applicable rate without fuel excise tax specified in Section E, Exhibit 13. Transportation tax will be applied to all revenues generated each day.

When operating out of non-Federally funded airports and transportation tax does not apply, excise tax will be added to the flight rate. Excise tax will be calculated at a rate of \$0.22 per gallon times the fuel consumption rate specified in Section E, Exhibit 10.

The Contractor shall transfer to the IRS the full amount of transportation tax determined by the Forest Service and as reflected on the FS 6500-122. The Contractor is responsible for obtaining any credits for fuel tax from the IRS.

C.5.15 Payment Procedures

- (a) All flight time, daily availability, and other authorized expenses shall be recorded on Forest Service Form 6500-122, Flight Use Report. At the end of each day, this form shall be completed and signed by the Government and the Contractor's pilot, if applicable.
- (b) Payment will be made semimonthly for services as shown on the approved form FS-6500-122. Forms accumulated during the first half of the month will be processed for payment on or about the 16th of the month and those accumulated during the last half of the month will be processed on or about the 1st of the following month.
- (c) Upon completion of the Mandatory Availability Period or any extensions thereof, final payment will not be made until all Government furnished equipment has been returned and a Release From Contract Form has been furnished.
- (d) The final Flight Use Report payment will be accompanied by the Release From Contract and Transfer of Property Forms.
- (e) The Contractor is responsible for submitting an original invoice and one copy to the designated payment office. Payment office will be designated by the Administrative Contracting Officer.

C.5.16 Property and Personal Damage

- (a) The Contractor shall use every precaution necessary to prevent damage to public and private property.
- (b) The Contractor shall be responsible for all damage to property and to persons, including third parties, that occur as a result of his or his agent's or employee's fault or negligence. The term "third parties" is construed to include employees of the Government.
- (c) The Contractor shall procure and maintain during the term of this contract, and any extension thereof, liability insurance in compliance with the requirements of CFR Title 14, Part 298, Subpart E - Liability Insurance Requirements. The terms "air taxi operator" is construed to be the "Contractor" and "air transportation" is construed to be all of the work required by the contract. The parties named insured under the policy or policies shall be the Contractor and the United States of America.
- (d) The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies shall have combined coverage equal to or greater than the combined minimums required.
- (e) Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.
- (f) The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

C.5.17 Economic Price Adjustment

- (a) Specified flight rates (non-fuel portion), mandatory availability, and extended standby rates.

Contract rates will be established in accordance with the following to reflect increases or decreases in the cost of performance of the contract work. The increases or decreases used in establishing the rates will be those indicated by the changes in the following price indexes:

- (l) The non-fuel portion of the specified flight rate will be affected by:

Table 6 -Producer Price Indexes

C. Commodity Group 1423--Aircraft Engines & Engine Parts

D. Commodity Group 1425--Aircraft Parts and Auxiliary Equipment

AVERAGE OF % CHANGES x 100% OF LAST ADJUSTED RATE.

The new rate will be derived by multiplying the average of the percentage changes of (1) and (2) times the rate in effect for the year immediately prior to the year in which the renewal is effective. The result will be added to or subtracted from the existing rate to become the newly adjusted rate (rounded to the next dollar.)

- (2) The Mandatory Availability Rate will be affected by:

Table 5 -Producer Price Indexes

Service Industry 4522 -Air Transportation, Non-Scheduled

Actual percentage change x 75% of last adjusted rate

The new Mandatory Availability rate will be derived by multiplying the actual percent change in the index times 75 percent of the rate in effect for the year immediately prior to the year in which the renewal is effective. The remaining percent (25 percent) calculation will be adjusted in accordance with the Fair Labor Standards Act and the Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) found in Section I. The results (75 percent and 25 percent adjustments) will be added to or subtracted from contract rate to become the newly adjusted rate (rounded to the next dollar).

Note: When the Contractor determines that the economic adjustment does not cover an increase in labor rates as a result of a new wage determination, it is the Contractor's responsibility to document such increases and request any appropriate adjustments. Such an adjustment will be made in accordance with the Fair Labor Standards and Service Contract Acts--Price adjustment (multiple year and option contracts). Actual payroll documents will be required in accordance with the service contract act clause found in Section I.

3. Extended Standby Rate will be affected by:

The Extended Standby Rate will be reviewed periodically to ensure compliance with the Service Contract Act and an adjustment will be made if needed.

In the event that a substantial revision to the method of calculating an Index is used by the Bureau of Labor Statistics, U.S. Department of Labor, or the Index is discontinued, the Contracting Officer will select a comparable Index for use under the contract. The Index chosen will be either a current Index in use or a comparable Index prepared by the Bureau of Labor Statistics, U.S. Department of Labor, prepared at the request of the Contracting Officer. Also, at any time that the Bureau of Labor Statistics adds an index that is more appropriate or more applicable to the contract, the Contracting Officer may elect to make substitution for an already existing Index.

The newly adjusted rates will become effective annually on January 16 of each year. The basis for establishing the new rates will be the changes in the Index over the calendar year immediately prior to the year of the annual adjustment.

The change to the Index will be determined by using September to September unadjusted Index figures as they appear in the monthly publication "Producer Price Indexes," Bureau of Labor Statistics, U.S. Department of Labor.

Any increase will not exceed 15 percent of the rate being adjusted and the aggregate change over the life of the contract including renewals, shall not exceed 30 percent of the initial contract rates.

(b) Specified "Flight" Rates (Fuel Portion)

During the contract periods, including renewals, flight rates will be adjusted to reflect increases and decreases in the prices of aviation fuel.

The price of turbine fuel is established at \$2.50 a gallon. The unit prices are an average of the lowest unit price for aviation fuel Nationwide. Variations in unit prices used in determining flight rate adjustment amounts will be established by using the average of the lowest unit price for aviation fuel or 100 Octane, whichever is applicable, at the following locations:

- (1) IASCO (Int Air Ser), Redding, CA
- (2) Cutter Flying Service, Albuquerque, NM
- (3) City of Phoenix, Phoenix, AZ
- (4) Butler Aircraft, Redmond, OR
- (5) Millionaire, Salt Lake City, UT
- (6) Western Aircraft Maintenance, Boise, ID
- (7) Minuteman Aviation, Missoula, MT
- (8) West Star Aviation, Grand Junction, CO
- (9) Mercury Aviation, Reno, NV

(10) Wings of Wenatchee, Wenatchee, WA

(11) Yellowstone Aviation, West Yellowstone, MT

The adjustment to the fuel portion of the flight rate will be the determined variation amount multiplied by the fuel consumption rates found in Section J, List of Attachments, for the applicable aircraft type.

An initial adjustment to the fixed flight rate will be made on January 16 of each contract period. Subsequent adjustments will be made on July 16 of each contract period provided that variations in the average unit price, determined as stated above, is \$.10 per gallon or more from the unit price established in the last previous adjustment made.

SECTION D - REPRESENTATIONS, CERTIFICATIONS, AND INSTRUCTIONS

D.1 INSTRUCTIONS TO OFFEROR--COMMERCIAL ITEMS (FAR 52.212-1) (AUG 1998) (TAILORED)

- (a) General. If you want to compete for the contract described in Section B of this Request for Proposals (RFP), you must:
 - (1) submit an offer as defined in (b) below and
 - (2) submit a Contractor organizational experience and past performance statement as described in (c) below. Your offer and other written information must be sent to the office specified in this solicitation at or before the exact time specified in this solicitation-. No facsimile (FAX) offers will be accepted. Please contact the Contracting Officer by telephone or in writing (facsimile) if you do not understand my part of these instructions.
- (b) **Offer.** Your offer must consist of the following:
 - (1) Standard Form 1449, "Solicitation/Contract/Order for Commercial Items," with blocks 17, and 30 completed by you.
 - (2) RFP Section A - Schedule of Items, Requirements and Prices with your proposed prices inserted in the appropriate spaces.
 - (3) RFP Section D.3 Representations, Certifications, and Other Statements, completed by you. (FAR 52.212-3) (JAN 1999)
 - (4) Questionnaire: D.4- Aircraft Questionnaire, D.5- Pilot Questionnaire, D.6- Past Performance Information.
 - (5) Acknowledgment of Solicitation Amendments (if any).

The completion and submission to us of the above items will constitute your offer. Your offer must communicate your unconditional agreement to the terms and conditions in this RFP, including my attachments and documents incorporated by reference. Our acceptance of your offer will create a binding contract between us.

- (c) **Other Written Information.** RFP Section D.2 (b) Organizational Experience and Past Performance Statement. The Government prefers experience and references within the past 3 years. You should verify that points of contact, telephone, and facsimile numbers are valid. The references listed should be able to verify that you have done the type of work that must be done under the contract contemplated by this RFP and be able to provide information about the quality of your past performance. Submit as many relevant references as you wish, but we may not contact all of them.

Offerors may elect not to use the questionnaires included in the solicitation. However, the information requested in the questionnaires must accompany your offer and be in a similar format. Failure to include the questionnaire information may result in your offer being given no further consideration.

- (d) **Period for Acceptance of Offers.** The Offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers.
- (e) **Special Notice to Offerors.**
- (f) **Contact Award. We intend to evaluate offers and award a contract without discussions with Offerors.** Therefore, your initial offer should contain your best terms from a price and technical standpoint. However, we reserve the right to conduct discussions if later determined by the Contracting Officer to be necessary. We may reject any or all offers if such action is in the public interest, accept other than the lowest priced offer; and waive informalities and minor irregularities in offers received.

D.2 EVALUATION--COMMERCIAL ITEMS (FAR 52.212-2) (JAN 1999)

The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation represents the best value to us on the basis of:

- (a) **Merits of Its Offer.** We will determine the merits of each offer on the basis of (1) its acceptability, (2) the Proposed Aircraft, and (3) its proposed price.
 - (1) **Acceptability.** We will determine the acceptability of each offer on a pass or fail basis. We will consider an offer to be acceptable when it manifests the Offeror's agreement, without exception (except as otherwise permitted in the aircraft questionnaire) or imposition of condition to the terms and conditions of this RFP, including attachments and documents incorporated by reference. We reserve the right to change the terms and conditions of this RFP by amendment at any time prior to the some selection decision.
 - (2) **Proposed Aircraft.** We will evaluate the identified aircraft of each acceptable offer to determine to what extent the aircraft that you propose for use will meet or exceed the stated performance requirements of the aircraft requirements listed in Section B and identified on the form. Minimum (mandatory) aircraft requirements will be evaluated on a pass/fail basis. **This will be made a part of your offer and would be binding if your offer is accepted for award.**
 - (3) **Price.** We will evaluate the proposed price of each acceptable offer for reasonableness in accordance with the Federal Acquisition Regulations (FAR) and paragraph (c), below.
- (b) **Capability of the Offeror.** We will evaluate your capability on the basis of (1) your organizational experience and (2) your past performance.
 - (1) **Organizational Experience.** Experience is the opportunity to learn by doing. Your experience is relevant when you have been confronted with the kinds of challenges that will confront you under the contract contemplated by this RFP.

We will assess your relevant experience on the basis of its breadth, and its depth. **The Government prefers experience supporting wildland fire suppression operations.**

- (2) **Organizational Past Performance.** Past performance is a measure of the degree to which you have satisfied your customers in the past, and complied with Federal, state, and local laws and regulations. Our assessment of your past performance will be subjective, and based mainly on your reputation with you customers and others. We will contact some of your customers to ask whether or not they believe:
- (i) that you were capable, efficient, and effective;
 - (ii) that your performance conformed to the terms and conditions of your contract;
 - (iii) that you were reasonable and cooperative during performance; and
 - (iv) that you were committed to customer satisfaction. When assessing your past performance we may contact other sources of information, including, but not limited to: Federal, state, and local government agencies, better business bureaus, published media, and electronic data bases.
- (c) **Source Selection Decision.** In order to select the winning Offeror, we will evaluate the offerors by comparing the differences in nonprice factors and the total estimated price between offerors. If one Offeror is better in terms of the nonprice factors and has the lower price, then we will consider that Offeror to be the better value. If one Offeror is better in terms of the nonprice factors but has the higher price, then we will decide whether the differences in the nonprice factors are worth the difference in price. If we consider the differences in the nonprice factors to be worth the difference in price, then we will consider the Offeror with the higher price to be the better value. If not, then we will consider the Offeror with the lower price to be the better value. We will continue to evaluate the offerors until we have decided which Offeror represents the ultimate best value to the Government.
- (d) **Notice of Award.** A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or pan of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award from the Offeror.

**D.3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS
(FAR 52.212-3) (JAN 1999)**

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern --

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the Offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

☐

TIN:_____.

☐

TIN has been applied for.

☐

TIN is not required because:

☐

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐

Offeror is an agency or instrumentality of a foreign government;

☐

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐

Sole proprietorship;

☐

Partnership;

☐

Corporate entity (not tax-exempt);

☐

Corporate entity (tax-exempt);

☐

Government entity (Federal, State, or local);

☐

Foreign government;

☐

International organization per 26 CFR 1.6049-4;

☐

Other _____.

(5) Common parent.

☐

Offeror is not owned or controlled by a common parent:

☐

Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

- (1) Small business concern. The Offeror represents as part of its offer that it ☐ is ☐ is not a small business concern.
- (2) Small disadvantaged business concern. The Offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) Women-owned small business concern. The Offeror represents that it ☐ is, ☐ is not a women-owned small business concern.
- (4) Women-owned business concern. The Offeror represents that it ☐ is, ☐ is not, a women-owned business concern.
- (5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by Offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- (6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the Offeror has represented itself to be a small business concern under the size standards for this solicitation.]
 - (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIG's)). The Offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.
 - (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:
 - (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
 - (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees		Average Annual Gross Revenues
50 or fewer	<input type="checkbox"/>	\$1 million or less
51-100	<input type="checkbox"/>	\$1,000,001-\$2 million
101-250	<input type="checkbox"/>	\$2,000,001-\$3.5 million
251-500	<input type="checkbox"/>	\$3,500,001-\$5 million
501-750	<input type="checkbox"/>	\$5,000,001-\$10 million
751-1,000	<input type="checkbox"/>	\$10,000,001-\$17 million
Over 1,000	<input type="checkbox"/>	Over \$17 million

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the Offeror desires a benefit based on its disadvantaged status.)

(i) General. The Offeror represents that either-

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The Offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The Offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.

- (d) Certifications and representations required to implement provisions of Executive Order 11246 --
- (1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000) -- By submission of this offer, the Offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (2) Previous contracts and compliance. The Offeror represents that --
- (i) It ☐ has ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and
- (ii) It ☐ has ☐ has not filed all required compliance reports.
- (3) Affirmative Action Compliance. The Offeror represents that:
- (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
- (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C.1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the Offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) Buy American Act -- Trade Agreements -- Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act -- Trade Agreement -- Balance of Payments Program, is included in this solicitation.)
- (1) The Offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act -- Trade Agreements -- Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

- (3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

- (i) The Offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act -- Trade Agreements -- Balance of Payments Program":

(Insert line item numbers)

- (ii) The Offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act -- Trade Agreements -- Balance of Payments Program":

(Insert line item numbers)

- (4) Offers will be evaluated in accordance with FAR Part 25.

- (g) (1) Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program, is included in this solicitation.)
- (i) The Offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program," and that components of

unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

- (iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The Offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program":

(Insert line item numbers)

- (iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The Offeror certifies, to the best of its knowledge and belief, that --

- (1) The Offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (2) ☐ Have, ☐ have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and * are, * are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

D.4 QUESTIONNAIRE #1 - AIRCRAFT QUESTIONNAIRE

Aircraft Make, Model and N#:	
Aircraft Information	List Hours/Date
1. Total Airframe Hours	
2. Total Engine Hours	
a. Engine #1	
b. Engine #2	
3. Time between overhous as recommended by the Manufacturer or the Operator's FAA- approved Maintenance Program (Specify)	
4. Date of Last Annual Inspection	
5. Date of Last Weight and Balance Report	
6. Aircraft Basic Operating Weight	
7. Payload (as equipped for this contract)	

7a. Payload for this aircraft will be computed in the following manner:

- A. Maximum Certificated Gross Weight _____ lbs.
- B. Less Certified Empty Weight _____ lbs.
- C. Useful Load (A minus B) _____ lbs.
- D. Less: Flight Crew Weight (One pilot at 180 lbs) _____ lbs.
- E. Sub- Total (C minus D) _____ lbs.
- F. Less: Fuel Weight required to travel 400 nautical miles (250-single engine) with 30 minutes reserve.
- (Turbine fuel Weight to be computed at 6.78 ppg) _____ lbs.
- (100 Octane Avgas to be computed at 6.00 ppg) - single engine . _____ lbs.
- G. Allowable Payload Remaining (E minus F) _____ lbs.

7b. Cruise Speed at 10,000 feet, 80 percent power, standard temperature

Note: Basic operating weight for the purpose of this data chart will include engine oil, usable fuel, and any other required nonconsumable fluids, all installed smokejumper equipment, and all other removable items required for flight under the terms of this contract (fire extinguishers, first aid kit crash axe, etc.) but NOT to include any required seats other than the pilot's seats.

D.6 Past Performance Information

--List most recent, relevant past performance.

Firm name/Business Address:		Date Prepared:	
Project Descriptions and Locations	Client Name, Point of Contact, Fax, and Phone Number	Cost of Work	Completion Date
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

D.7 SUMMARY OF ACCIDENTS

(This information is for the previous 36 months or since the Bidder has been in business, if less than 36 months)

**FAILURE TO SUBMIT THE INFORMATION REQUIRED WILL RENDER YOUR OFFER
NONRESPONSIVE AND YOUR OFFER WILL BE REJECTED**

(Attach additional sheets if necessary)

1. Total Hours	2. Total Number of Accidents - IF none, enter NONE
----------------	--

3. Accident Date	4. Accident Time	5. Accident Location	6. Aircraft Type/No	7. Injury, Death or Damage	8. Reported to FAA

9. Description of accident (including mission, cause and extent of damage)

10. Describe effort taken to eliminate the same kind of accident

3. Accident Date	4. Accident Time	5. Accident Location	6. Aircraft Type/No	7. Injury, Death or Damage	8. Reported to FAA

9. Description of accident (including mission, cause and extent of damage)

10. Describe effort taken to eliminate the same kind of accident

D.7 SUMMARY OF ACCIDENTS (cont.)					
3. Accident Date	4. Accident Time	5. Accident Location	6. Aircraft Type/No	7. Injury, Death or Damage	8. Reported to FAA
9. Description of accident (including mission, cause and extent of damage)					
10. Describe effort taken to eliminate the same kind of accident					
3. Accident Date	4. Accident Time	5. Accident Location	6. Aircraft Type/No	7. Injury, Death or Damage	8. Reported to FAA
9. Description of accident (including mission, cause and extent of damage)					
10. Describe effort taken to eliminate the same kind of accident					

SECTION E - LIST OF ATTACHMENTS

E.1 LIST OF ATTACHMENTS (AGAR 452.252-70) (FEB 1988)

E.2	EXHIBIT 1	APPROVED AIRCRAFT
E.3	EXHIBIT 2	RESERVED
E.4	EXHIBIT 3	MEDC, SMOKEJUMPER AIRCRAFT ACCESSORIES EQUIPMENT DRAWING
E.5	EXHIBIT 4	FIRST AID KIT -- AERONAUTICAL
E.6	EXHIBIT 5	FS/OAS A-17 AUXILIARY FM RADIO INTERFACE
E.7	EXHIBIT 6	FS/OAS A-19 AERONAUTICAL VHF-FM RADIO TRANSCEIVER SPECIFICATIONS
E.8	EXHIBIT 7	FS/OAS A-24 AVIONICS OPERATIONAL TEST STANDARDS
E.9	EXHIBIT 8	FLIGHT USE REPORT (FS-6500-122 Form)
E.10	EXHIBIT 9	SMOKEJUMPER FIXED FLIGHT RATE AND FUEL CONSUMPTION TABLE
E.11	EXHIBIT 10	WAGE DETERMINATION
E.12	EXHIBIT 11	AIRPLANE PILOT QUALIFICATIONS AND APPROVAL RECORD
E.13	EXHIBIT 12	MALFUNCTION OR DEFECT REPORT

E.2 EXHIBIT 1 — APPROVED AIRCRAFT

USDA-FOREST SERVICE APPROVED SMOKEJUMPER AIRCRAFT (11/2000)

The following aircraft have been evaluated by the Smokejumper aircraft Screening and Evaluation Board and approved for use by the Director of Aviation and Fire Management, USDA Forest Service. However, some of the aircraft listed may not meet all the minimum performance requirements required by this contract.

APPROVED AIRCRAFT

Approved for use in same basic-standard configuration that the aircraft was evaluated and approved in:

1. Beech, BE-90, and subsequent series (King Air)
2. Beech, B-99A, and subsequent Series (Airliner)
3. Beech, BE-200, and subsequent series (King Air)
4. DeHavilland, DHC-6 100/200/300 series Twin Otter
5. Casa, 212, 100/200/300 series
6. Douglas, DC-3TP
7. Embraer, 110 Bandierante
8. Dornier, 228
9. Shorts, C23A/SD3-30
10. Cessna, C208B, Grand Caravan

E.3 EXHIBIT 2 -- RESERVED

E.4 EXHIBIT 3 --MEDC, SMOKEJUMPER AIRCRAFT ACCESSORIES EQUIPMENT DRAWING

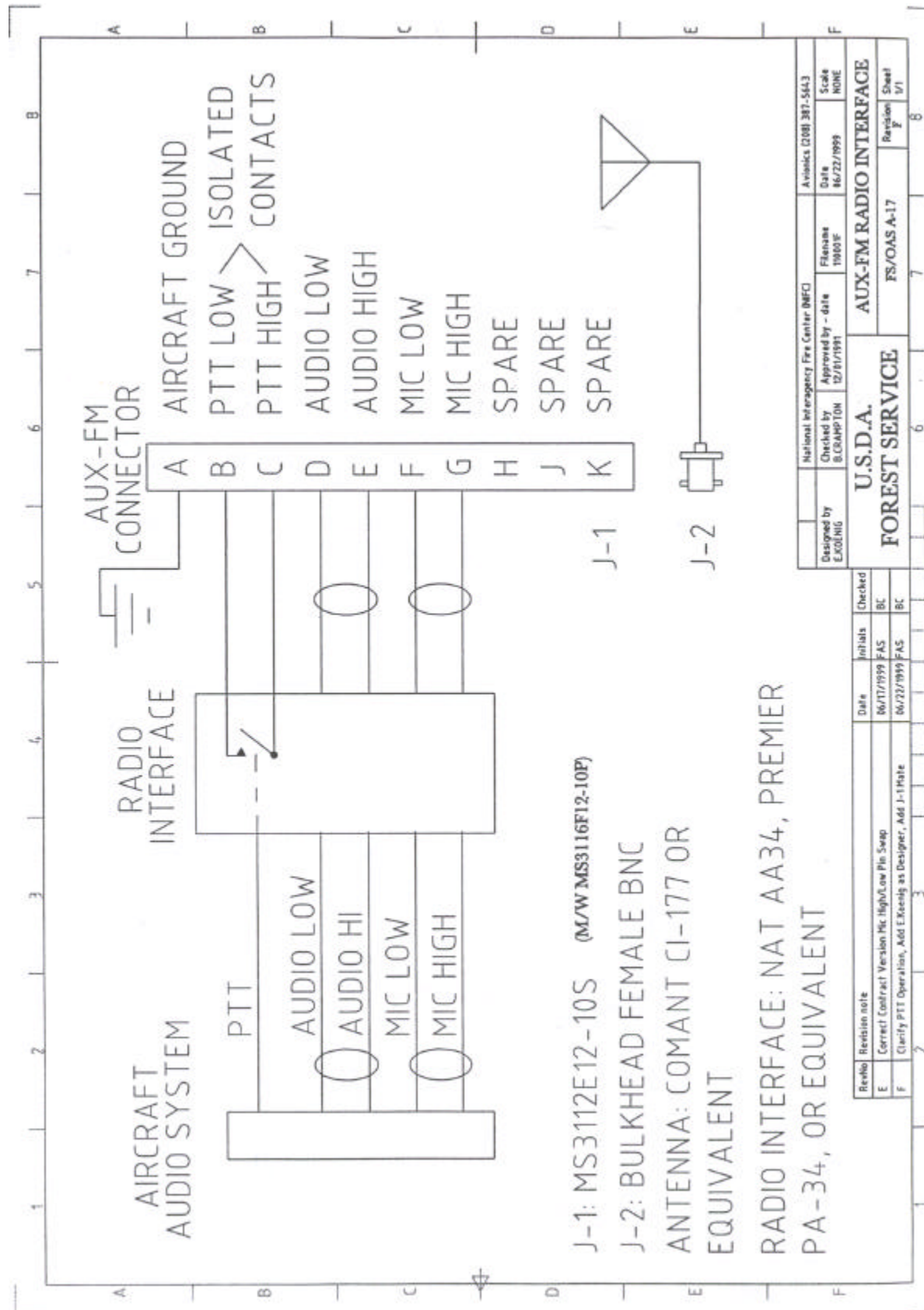
MEDC-617	Static Line Attach Cable for Nomad and Beechcraft 90, 99, 100, and 200 Series
MEDC-643	Handrail for Beechcraft 90, 99, 100, and 200 Series
MEDC-644	Floor Panels for Beechcraft 90, 99, 100, and 200 Series
MEDC-650	DHC-6 Static Line Attach Cable (vertical)
MEDC-753	DHC-6 Smokejumper Tether/Emergency Horizontal Overhead Anchor Cable
MEDC-759	Step Basket (Universal)
MEDC-784	DHC-6 Jumpstep, Handrail, and Safety Strap
MEDC-794	Universal Step Strut
MEDC-805A	Aft Track Segment for Use with Smokejumper Restraint System
MEDC-760	Vertical Anchor Cable for Casa 212
MEDC-836 ***	Secondary Support Strut for Casa 212 Vertical Anchor Cable Casa Factory Design for Secondary Horizontal Anchor
MEDC-732 ***	Vertical Anchor Cable for Banderiante Embracer Factory Design for Secondary Horizontal Anchor and Handrails
MEDC-739	Floor, Platform and Smokejumper Step & Bracket for Bandeirante Aircraft
MEDC-833	Vertical Anchor, Dornier 288
MTDC-854	Dornier 288 Horizontal Anchor
MTDC-871	Dornier Step and Handhold Assembly
MTDC-872	Step Basket, Dornier 228
MTDC-873	Dornier 228 Door Guard and Secondary Forward Handrail.
MTDC-884	TDC-3 Horizontal Anchor Assembly, Primary
MTDC-883	TDC-3 Cargo Anchor Assembly, Floor
MTDC-885 ***	TDC-3 Handrail and Communication Box Guard Basler Secondary Overhead Cable Drawing (Drawing #5130)
*** Available from Aircraft Manufacturer	

E.5 EXHIBIT 4 --FIRST AID KIT — AERONAUTICAL

- (1) Each first aid kit must be in a dust-proof and moisture-proof metal or heavy plastic container.
- (2) The kit must be readily accessible to the pilot and passengers.
- (3) The contents will include the following minimum items: (Kits may be commercially available types that are FAA approved for the appropriate numbers of crew and passengers carried).

ITEM	Passenger Seats <u>0 - 9</u>	Passenger Seats <u>10 – 50</u>
Adhesive bandage strips, 3" long	8	16
Antiseptic or Alcohol wipes (pkts)	10	20
Bandage compresses, 4"	2	4
Triangular Bandage, 40" (Sling)	2	4
Roller bandage, 4" x 5 yds (gauze)	2	4
Adhesive tape, 1"x 5 yds (std roll)	1	2
Bandage scissors	1	1
Body Fluids Barrier kit:	1	1
2 - pair latex gloves		
1 - face shield		
1 - mouth-to-mouth barrier		
1 - protective gown		
2 - antiseptic towelettes		
1 - biohazard disposal bag		

NOTE: Splints are recommended if space permits.

E.6 EXHIBIT 5 --FS/OAS A-17 AUXILIARY FM RADIO INTERFACE

E.7 EXHIBIT 6 --FS/OAS A-19 AERONAUTICAL VHF-FM RADIO TRANSCEIVER SPECIFICATIONS

This document specifies the minimum performance specifications for all aeronautical mobile VHF-FM radio transceiver's used in conjunction with United States Forest Service (USFS)/United States Department of the Interior (DOI) contracts.

1.0 Specifications: The USFS/DOI requires a 150 to 174 MHz VHF-FM aeronautical radio for normal interagency communications. No Federal Aviation Administration (FAA) Technical Standard Order (TSO) exists for this type radio; therefore, the USFS and DOI must create minimal specifications.

A. Radio Characteristics The main radio shall be frequency synthesized. The guard receiver shall be either synthesized or crystal controlled. The main receiver and transmitter shall be able to operate on any channel and meet the operational characteristics in the National Telecommunications and Information Administration (NTIA) and Federal Communications Commission (FCC) basic channeling plans for the 150-174 MHz frequency band. The guard receiver and transmitter shall meet the same requirements as the main receiver and transmitter but operate on 168.6250 MHz. Analog wide-band (25 kHz bandwidth/5 kHz modulation), analog narrow-band (12.5 kHz bandwidth/2.5 kHz modulation), and narrowband Telecommunications Industry Association/Electronics Industries Alliance (TIA/EIA) TSB102 digital (if applicable) frequencies shall be operator selectable by channel.

B. Channel/Frequency Selection: Channel and frequency selection shall be provided to permit the operator to select any preset channel, frequency, frequency pair, Continuous-Tone-Controlled-Squelch-System (CTCSS) frequencies (analog), Continuous-Digital-Controlled-Squelch-System (CDCSS - commonly called DPL) data patterns (analog) (if applicable), TIA/EIA TSB102 digital network access code (if applicable), and TIA/EIA TSB102 digital talk group ID's (if applicable) while in flight. The sole exception is the guard receiver and transmitter whose frequency shall be preset.

C. Channel Presets: The minimum number of operator selectable preset channels for the main radio shall be fifteen. Preset channels shall contain receive and transmit frequencies.

D. Guard Receiver: The frequency of 168.6250 MHz shall be simultaneously monitored with the main frequency for guard reception. TIA/EIA TSB102 digital radios shall receive guard analog and guard digital transparent to the operator.

E. Guard Transmit: A means of quickly selecting the guard transmitter frequency shall be provided (i.e. a main/guard toggle switch). A maximum of two (2) guard transmitter selections shall be available (i.e. guard 1/guard 2).

F. Transmitter: The transmitter shall have a ten (10) watt nominal (high) and one (1) watt nominal (low) output power selection. The transmitter shall not be capable of operation of more than 10 watts nominal.

G. Encryption: If applicable, voice and data encryption shall be Project 25 TIA/EIA TSB102 "APCO Project 25" compliant.

H. CTCSS Operation: CTCSS frequencies shall meet the standards of TIA/EIA-603 for all 32 standard CTCSS frequencies from 67.0 Hz to 203.5 Hz except 69.3 Hz which is not required.

I. CDCSS (DPL) Operation: CDCSS data patterns shall meet the standards of TIA/EIA-603 for all 79 standard CDCSS data patterns except 723 which is not required.

J. Digital Operation: Any radio capable of digital operation shall be Project 25 TIA/EIA TSB102 "APCO Project 25" compliant.

K. Operating Standards: The radio shall conform to applicable sections of 14 CFR Part 23.1309. All non-TIA/EIA TSB102 radios shall meet appropriate sections of Radio Technical Commission for Aeronautics (RTCA) DO-160. All Project 25 TIA/EIA TSB102 radio systems shall meet or exceed the following DO-160D specifications.

Control Heads and Panel Mounted Transceivers:

DO-160D Env. Cat. [A1Z]BAA[SU]XXXXXXABBBAUMXXXXA

Remote Mounted Transceivers:

DO-160D Env. Cat. [B2Z]BAA[SU]XXXXXXBBBBAUMXXXXA

2.0 General Requirements:

A. Programming:

1. Presets: All preset channels shall be operator programmable, while in flight, utilizing front panel controls. The main and guard receivers shall not be disabled during programming. Programming shall not require that the radio be turned off to enable.

2. Guard Frequency: Guard frequency programming and edit functions shall be disabled during normal programming operations to ensure that the guard preset frequency assignment remains undisturbed during main frequency programming operations.

B. Audio Input Sensitivity: The audio required to fully modulate the transmitter shall not exceed that normally produced by the aircraft's audio system and/or microphone.

C. Transmit Sidetone Audio: Sidetone audio shall be provided to permit the operator to monitor audio input to the transmitter and to assist the operator with word annunciation during high ambient noise conditions.

D. Display: The radio shall simultaneously display the channel number in use, and either the frequency in use or an operator programmable alphanumeric channel designator. Controls and the display shall meet human factors and have a minimum acceptable viewing angle of +/- 80 degrees.

E. Volume Controls: Separate volume controls shall be provided for the main and guard receive audio outputs. The audio outputs shall be combined as a single output.

F. Primary Power: A primary power on/off switch shall be provided.

G. Indicators: Indicators shall be provided to indicate transmitter activation and signal reception for the main receiver and signal reception for the guard receiver.

H. Squelch Override: A squelch override switch shall be provided to the operator for audio testing and volume setting.

I. Scanning/Priority (Air Tactical): All main preset channels shall be capable of being scanned in aircraft used for Air Tactical operations (single aeronautical VHF-FM radio installations only) or where otherwise required. Scanning shall be enabled/disabled by the operator on a per channel basis. A priority channel shall be operator selectable. The priority channel shall be a receiver channel that, during sequential monitoring, will be sampled for activity more frequently than any other frequency being scanned.

3.0 Leading Particulars:

A. Finish: The front panel shall be standard avionics non-reflective flat black or gray in color.

B. Front Panel: The front panel shall be a backlit panel operable from the avionics dimming bus.

C. Identification Tag: An identification tag containing all required markings will be permanently affixed to the exterior of each unit for quick identification.

D. Labeling: All controls shall be clearly and permanently labeled and shall be easily discernible whenever the backlit panel is illuminated.

4.0 Aeronautical Mobile VHF-FM Radio Transceivers Known to Meet These Requirements:

Northern Airborne Technology (NAT):

NPX-138N-050

NTX-138-050

Technisonic Industries:

TFM-138B

TFM-138C

TFM-138D

TFM-138 (serial number 1540 & up)

TFM-500

Wulfsburg Electronics:

Flexcom II

RT-9600 with narrow-band capability modification (See notes *, #)

Eureka Radio Systems (ERS):

ERS-96000NB having an external CTCSS tone encoder (See notes *, #)

Notes:

- * Will not scan.
- # Requires 168.6250 MHz frequency crystal in guard 1 and guard 2. Guard 1 shall be programmed to transmit wide-band (25 kHz bandwidth/5 kHz modulation) and guard 2 shall be programmed to transmit narrow-band (12.5 kHz bandwidth/2.5 kHz modulation).

E.8 EXHIBIT 7--FS/OAS A-24 AVIONICS OPERATIONAL TEST STANDARDS

The following operational test standards apply to all contractually required/offered avionics equipment under Forest Service contract and OAS Interagency Fire contracts.

ITEM

STANDARD

1. INSTALLATIONS, MAINTENANCE AND OTHER ITEMS:

- | | |
|---|---|
| A. Visual Inspection: | Inspect for obvious damage, inoperative displays, missing or incorrect parts, and proper labeling, documentation. |
| B. Antennas, Mounting & Installation: | Forward:Reverse ratio of 2.5:1 or better, broadband, aircraft type, rigidity, doubling plates, proper bonding, proper RF cable, security, proper wire size. |
| C. Schematics/wiring Diagrams: | Presence, coverage or all contractually required systems. |
| D. Accessory Power Source: | |
| 1. Connector: | MS3112E12-3S installed, proper location, polarity, voltage at correct pins. |
| 2. Circuit Breaker: | Amperage value, operation. |
| E. Remote Cargo Hook Connector: | |
| 1. Connector: | MS3101A24-11S installed, polarity, switched voltage, within 6" from cargo hook, securing lanyard. |
| 2. Circuit Breaker: | 50 Amp, operation. |
| F. Primary Radio Power Switch: | Proper operation, labeling. |
| G. Cargo Bell and Light System (Smokejumper): | |
| 1. Cargo Bell: | Location, activation, sound level. |
| 2. Light System: | Activation, location, indicators. |

2. COMMUNICATIONS SYSTEMS:

- | | |
|--------------|--|
| A. ELT: | |
| 1. Type: | TSO-C91, TSO-C91a or TSO-126C. |
| 2. Mounting: | Per TSO (i.e. if TSO-C91a/C126C to structure, per Manufacturer instructions). |
| 3. Antenna: | External, proper mounting, correct location, portable antenna available (AP type). |
| 4. G-Switch: | Subject ELT to a quick jerking motion (if easily removable). |

5. Battery Date: ELT date not expired, matching dates on ELT and in logbook.
 6. Operation: Manually operates, PRF acceptable, remote function and indication.
 7. Remote Location: Visible & accessible to pilot.
 8. Logbook. Annual FAR 91.207(d) test completed, battery date.
- B. VHF-AM Transceiver:
1. Type: Selectable frequencies in 25 kHz increments, 720-channel minimum.
 2. Operation: To & from service monitor.
 - a. Receiver: Squelch breaks at an acceptable level.
 - b. Transmitter: Modulation from 15% to 85%, frequency within 30 PPM (\pm 3.69 kHz using 122.9250 MHz).
- C. VHF-FM Transceiver:
1. Type: Meets FS/OAS A-19: AERONAUTICAL VHF-FM RADIO TRANSCEIVER SPECIFICATIONS.
 2. Power Output: 10 watts nominal value.
 3. VSWR: Forward:Reverse ratio of 2.5:1 or better @ 150, 160 & 170 MHz.
 4. Antenna: Comant CI-177 or equivalent, installation & mounting.
 5. CTCSS Tone Encoder: 32 TIA/EIA-603 standard tones, 600 to 700 Hz level, frequency within 1.5 Hz.
 6. Guard Receiver: Squelch breaks @ 1 to 2 uV with direct connection at 168.625 MHz, audio output of at least 100 mV with wideband (3 to 5 kHz modulation) and narrowband (1.5 to 2.5 kHz modulation) inputs, less than 10% distortion.
 7. Guard Transmitter: Quickly selectable, operates @ 168.625 MHz, wideband deviation 3 to 5 kHz, narrowband deviation 1.5 to 2.5 kHz.
 8. Main Receiver: Squelch breaks @ 1 to 2 uV with direct connection at 150, 160 and 170 MHz, audio output of at least 100 mV with wideband (3 to 5 kHz modulation) and narrowband (1.5 to 2.5 kHz modulation) inputs, less than 10% distortion.
 9. Main Transmitter: Wideband deviation 3 to 5 kHz, narrowband deviation 1.5 to 2.5 kHz, wideband frequency within 5 PPM (\pm 842 Hz using

10. Mounting: 168.3500 MHz), narrowband frequency within 2.5 PPM (\pm 421 Hz using 168.3500 MHz).
Meeting AC 43.13-2A, controls equally convenient to pilot and observer/co-pilot.

D. AUX-FM Provisions:

1. Operation: Check RX & TX functions through audio system(s), sidetone available, transmitter deviation output matches handheld's stand alone output.
2. VSWR: Forward:Reverse ratio of 2.5:1 or better @ 150, 160 & 170 MHz.
3. Antenna: Comant CI-177 or equivalent, installation & mounting.
4. Mounting Facilities: Available meeting AC 43.13-2A, within 18" of AUX-FM connectors, controls convenient to observer/co-pilot.
5. Connectors: MS3112E12-10S and female BNC bulkhead mounted.

E. Public Address System: Acceptable operation.

F. Fuel Service Vehicle VHF-FM Mobile Radio:

1. Operational Check: Proper RX & TX operation.
2. Power Output: 30 watts minimum.
3. VSWR: Forward:Reverse ratio of 2.5:1 or better @ 150, 160 & 170 MHz.
4. Antenna: Antenna Specialists ASP-1495; Maxrad MWB-5803, or equivalent, installation & mounting.
5. CTCSS Tone Encoder: 32 TIA/EIA-603 standard tones, 600 to 700 Hz level, frequency within 1.5 Hz.
6. Receiver: Squelch breaks @ .25 to .5 uV with direct connection at 150, 160 and 170 MHz, audio output of at least 100 mV, less than 10% distortion.
7. Transmitter: Frequency within 750 Hz, wideband deviation 3 to 5 kHz, narrowband deviation 1.5 to 2.5 kHz.
8. Field Programmability: Contractor demonstration.

G. Ground Proximity Warning System:

H. Cockpit Voice Recorder: Installed.
Installed, proper mic & audio system operation

I. Flight Data Recorder: Installed.

3. NAVIGATION SYSTEMS:

A. Panel Mounted GPS:

1. Type: Panel mounted, aviation type.
2. Installation: Convenient to both pilot and observer/co-pilot.
3. Operation: Correct present position or lock-on. Database age does not exceed contract limit.

B. Handheld GPS (Light Fixed Wing):

1. Type: Handheld type.
2. Installation: Convenient to pilot. Install meets AC 43.13-2A. Uses aircraft power.
3. Antenna: External antenna with clear path to satellite signals.
4. Operation: Correct present position or lock-on.

C. LORAN (Air Tanker):

1. Type: Panel mounted, aviation type.
2. Installation: Convenient to both pilot and observer/co-pilot.
3. Operation: Correct present position or lock-on. Database age does not exceed contract limit.

D. VOR:

Maximum bearing error of plus or minus 4 degrees, maximum variation between dual systems of 4 degrees. Flag pull. Logbook entry for IFR 30 day check (IFR aircraft).

E. LOC:

Maximum error of plus or minus 4 degrees. Flag pull.

F. Glideslope:

Maximum error of plus or minus 2 degrees. Flag pull.

G. Marker Beacon:

Indicator operation, acceptable sensitivity.

H. DME:

Proper heading to station, proper distance to station.

I. TACAN (Air Tanker):

Proper heading to station, proper distance to station.

J. ADF:

Points to station, 360-degree operation, and acceptable audio.

- K. Weather Radar: Acceptable operation.
- L. Radar Altimeter: Acceptable operation.
- M. Transponder, Altitude Encoder, and Pitot-Static Systems:
14 CFR 91.411 & 91.413 logbook entries not expired.
- N. GPS Data Connector: Proper installation of 9 pin "D" connector.
- O. GPS Additional Antenna: Proper installation. Contractually required connector.

4. AUDIO SYSTEMS:

- A. Audio Control System - General Requirements:
 - 1. Location: Convenient to specified operator(s).
 - 2. Labeling: Legible, understandable, permanent.
 - 3. Specifications:
 - a. Hum, Noise and Crosstalk: 40 db below specified audio output.
 - b. Specified Audio Output: 100 mW with an input of 250 mV, both @ 600 ohms.
 - c. Distortion: Less than 10%.
- B. Audio Control System (Helicopter):
 - 1. General Requirements: See above.
 - 2. Required controls: TX selectors, individual RX select switches, separate RX & ICS audio level controls.
 - 3. Operation:
 - a. TX Select: Selects proper radio & companion receiver.
 - b. RX Select: Selects proper radio.
 - c. ICS and RX Volume: Proper operation.
 - d. Sidetone: Present for each transmitter.
 - 4. Rappel/Shorthaul (when required):
Additional Audio Control System at Spotter station/long cord, Hot Mic capability.
- C. Audio Control System (Light Fixed Wing):
 - 1. General Requirements: See above.
 - 2. Required controls: TX selectors, individual RX select switches.
 - 3. Operation:
 - a. TX Select: Selects proper radio & companion receiver. ATGS trainee operates TX from observer/co-pilot's audio control (when required).
 - b. RX Select: Selects proper radio.
 - c. RX Volume: Proper operation.
 - d. Sidetone: Present for each transmitter.

D. Audio Control System (Air Tanker):

1. General Requirements: See above.
2. Required controls: TX selectors, individual RX select switches.
3. Operation:
 - a. TX Select: Selects proper radio & companion receiver.
 - b. RX Select: Selects proper radio.
 - c. RX Volume: Proper operation.
 - d. Sidetone: Present for each transmitter.

E. Audio Control System (Smokejumper):

1. General Requirements: See above.
2. Required controls - Pilot/co-pilot: TX selectors, individual RX select switches.
3. Required controls - Spotter: TX selector, individual RX audio level controls, TX indication, separate RX master and ICS audio level controls.
4. Operation:
 - a. TX Select: Selects proper radio & companion receiver.
 - b. RX Select: Selects proper radio.
 - c. RX Volume: Proper operation.
 - d. Sidetone: Present for each transmitter.

5. INTERCOMMUNICATIONS SYSTEM (ICS)

- A. Available at required positions: Per contractually required locations.
- B. Operation: Proper audio & mic operation at each required position.
- C. Hot Mic/Vox: Presence per contract requirements, and proper operation.
- D. PTT and Volume controls: Presence per contract requirements, and proper operation.
- E. Specifications:
 1. Hum, Noise and Crosstalk: 40 db below specified audio output.
 2. Specified Audio Output: 100 mW with an input of 250 mV, both @ 600 ohms.
 3. Distortion: Less than 10%.
- F. Turbine Air Tankers: ICS capability to exterior of aircraft.

E.9 EXHIBIT 8--FLIGHT USE REPORT (FS-6500-122)

1. INVOICE NUMBER 1607554		2. DATE OF FLIGHT / /		3. CONTRACT NUMBER - ITEM NO.		4. AC REGISTRATION #		5. VENDOR NAME	
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6. LEG NUMBER	7. USER UNIT	8. USER CODE	9. PROJECT, FIRE, FLIGHT, OR RESOURCE ORDER NAME OR NUMBER	10. FAA IDENTIFIER FROM TO	11. MISSION CODE	12. PAY CODE	13. PILOT NAME(S)	14. PASSENGERS AND OTHER CREWMEMBERS	15. CARGO TYPE P, S, C, OR L	16. CARGO LBS.	17. RETARDANT F, W, S, OR L	18. RETARDANT GALLONS	19. METER TYPE	20. TIME OR METER READING START STOP		21. ELAPSED TIME, HOURS AND HUNDRETHS	22. RATE	23. LEG TOTAL
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2.																		
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24. ACCOUNTING SUMMARY	25. REMARKS																																																														
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33. NAME OF GOVERNMENT OFFICIAL (PLEASE PRINT)	PHONE NUMBER

34. I CERTIFY THAT THE SERVICES LISTED ABOVE HAVE BEEN RECEIVED - SIGNATURE AND TITLE OF FOREST SERVICE OFFICIAL	35. I CERTIFY THAT THE SERVICES LISTED ABOVE HAVE BEEN PROVIDED - SIGNATURE AND TITLE OF VENDOR AGENT

USDA-FOREST SERVICE FLIGHT REPORT FS-6500-122 (10/86) PREVIOUS EDITION OF THIS FORM IS OBSOLETE

E.10 EXHIBIT 9--SMOKEJUMPER FIXED FLIGHT RATE AND FUEL CONSUMPTION TABLE

AIRCRAFT (Type)	FULLY OPERATED WITH FUEL	CONSUMPTION
	FLIGHT RATE (per hour)	RATE (gph)
A. Twin Otter	\$ 542.00	75.0
B. Bandeirante	\$ 565.00	85.0
C. Casa 212	\$ 600.00	100.0
D. Dornier 228	\$ 584.00	95.0
C. DC-3 Turbine	\$ 702.00	135.0

Turbine Fuel - \$2.50 per gallon (12/01/00) (Price of fuel is calculated without fuel excise tax) (See Section C).

Prior to bid opening, flight rates, and fuel consumption rates for any other aircraft type meeting the solicitation performance requirements will be made available upon request from the Contracting Officer.

E.11 EXHIBIT 10--WAGE DETERMINATION

DOL WAGE DETERMINATION NO. 95-0222, REV. 09 DATED 07/12/2000

Area: Nationwide

Occupation: Aircraft Pilot	Minimum Hourly Wage: \$20.05
Aircraft Co-Pilot	Minimum Hourly Wage: \$18.99

FRINGE BENEFITS REQUIRED FOR THE OCCUPATION SHOWN ABOVE:

*Health & Welfare:--\$1.92 per hour or \$76.80 per week or \$332.80 per month

*Vacation: --2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) Contractor wherever employed, and with the predecessor Contractor in the performance of similar work at the same Federal facility, (Reg. 29 CFR 4.173)

*Holidays: --Minimum of ten paid holidays per year; New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved). (Reg. 29 CFR 4.174)

DOL WAGE DETERMINATION NO. 94-2055 REV. 15 DATED 09/13/2000

Area: Shasta County, CA

Occupation Aircraft Mechanic	Minimum Hourly Wage: \$19.38
Aircraft Mechanic Helper	Minimum Hourly Wage: \$14.53
Aircraft Servicer	Minimum Hourly Wage: \$16.47
Aircraft Worker	Minimum Hourly Wage: \$17.44
Aircraft Cleaner/Laborer	Minimum Hourly Wage: \$10.27

FRINGE BENEFITS REQUIRED FOR THE OCCUPATION SHOWN ABOVE:

*Health & Welfare:--\$1.92 per hour or \$76.80 per week or \$332.80 per month

*Vacation: --2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) Contractor wherever employed, and with the predecessor Contractor in the performance of similar work at the same Federal facility, (Reg. 29 CFR 4.173)

*Holidays: --Minimum of ten paid holidays per year; New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved). (Reg. 29 CFR 4.174)

WAGE DETERMINATION --Continued

DOL WAGE DETERMINATION NO. 94-2159 REV. 14 DATED 09/14/2000

Area: Idaho -- Statewide

Occupation	Aircraft Mechanic	Minimum Hourly Wage:	\$15.22
	Aircraft Mechanic Helper	Minimum Hourly Wage:	\$ 9.85
	Aircraft Servicer	Minimum Hourly Wage:	\$12.53
	Aircraft Worker	Minimum Hourly Wage:	\$13.27
	Aircraft Cleaner/Laborer	Minimum Hourly Wage:	\$8.48

FRINGE BENEFITS REQUIRED FOR THE OCCUPATION SHOWN ABOVE:

*Health & Welfare:--\$1.92 per hour or \$76.80 per week or \$332.80 per month

*Vacation: --2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) Contractor wherever employed, and with the predecessor Contractor in the performance of similar work at the same Federal facility, (Reg. 29 CFR 4.173)

*Holidays: --Minimum of ten paid holidays per year; New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved). (Reg. 29 CFR 4.174)

DOL WAGE DETERMINATION NO. 94-2565 REV. 13 DATED 09/28/2000

Area: Okanogan County, CA

Occupation	Aircraft Mechanic	Minimum Hourly Wage:	\$16.48
	Aircraft Mechanic Helper	Minimum Hourly Wage:	\$13.02
	Aircraft Servicer	Minimum Hourly Wage:	\$14.33
	Aircraft Worker	Minimum Hourly Wage:	\$15.16
	Aircraft Cleaner/Laborer	Minimum Hourly Wage:	\$ 6.79

FRINGE BENEFITS REQUIRED FOR THE OCCUPATION SHOWN ABOVE:

*Health & Welfare:--\$1.92 per hour or \$76.80 per week or \$332.80 per month

*Vacation: --2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) Contractor wherever employed, and with the predecessor Contractor in the performance of similar work at the same Federal facility, (Reg. 29 CFR 4.173)

*Holidays: --Minimum of ten paid holidays per year; New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved). (Reg. 29 CFR 4.174)

WAGE DETERMINATION --Continued

DOL WAGE DETERMINATION NO. 94-2317 REV. 13 DATED 09/15/2000

Area: Montana -- Statewide

Occupation	Aircraft Mechanic	Minimum Hourly Wage:	\$16.91
	Aircraft Mechanic Helper	Minimum Hourly Wage:	\$13.19
	Aircraft Servicer	Minimum Hourly Wage:	\$14.42
	Aircraft Worker	Minimum Hourly Wage:	\$15.11
	Aircraft Cleaner/Laborer	Minimum Hourly Wage:	\$ 7.29

FRINGE BENEFITS REQUIRED FOR THE OCCUPATION SHOWN ABOVE:

*Health & Welfare:--\$1.92 per hour or \$76.80 per week or \$332.80 per month

*Vacation: --2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) Contractor wherever employed, and with the predecessor Contractor in the performance of similar work at the same Federal facility, (Reg. 29 CFR 4.173)

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E.12 EXHIBIT 11--AIRPLANE PILOT QUALIFICATIONS AND APPROVAL RECORD

USDA - Forest Service		AIRPLANE PILOT QUALIFICATIONS AND APPROVAL RECORD (Reference FSH 5709.11)		OMB No. 0598-0013 Expires 9/30/98	
SECTION I - PILOT INFORMATION (Fill in the blanks)					
1. Name (Last, First, Middle Initial)		2. Date of Birth		3. Home Telephone No.	
4. Home Address (Street, City, State & Zip Code)			5. Contract Rental Agreement No.		
6. Employed by		7. Address		8. Telephone No.	
10. Previous Employer		11. Address		12. Telephone No.	
14. Previous Employer		15. Address		16. Telephone No.	
18. Medical Certificate a. Class _____ b. Date _____		19. Airman Certificate (Circle) a. Number _____ ATP c. Com d. Instrument e. SEL f. MEL g. SES h. MES i. CFI j. Type Ratings _____		20. Aircraft To Be Flown (a) _____ Total PIC Hours (b) _____ 1. _____ 2. _____ 3. _____	
PART 135 FLIGHT CHECKS					
Flight Type		Hours		Date Make/Model A/C Total PIC VFR IFR IFR W/AP	
21. Total Pilot Time (Airplane)		38.			
22. Pilot-in-Command (PIC) Airplane		39.			
23. Total X-Country		40.			
24. Total Night		41.			
25. Instrument: Actual/Hood		Note: 135 Flight Checks Must Cover Type of Operations Required By Contract.			
26. Instrument: Simulator		42. Date of Previous Agency Card Approval		43. Date of Last Agency Flight Check	
27. PIC Airplane: Last 12 Months		a. OAS _____ b. USFS _____		a. OAS _____ b. USFS _____	
28. PIC Airplane: Last 60 Days		44. Aircraft Accidents/FAA Violations Filed Within Last 5 Years: _____ No _____ Yes			
29. PIC in Type (Series) for Contract		(If yes, Attach Date and Explanation)			
30. "Fire Surveillance" Opns		45. Previous OAS or USFS Approval Denied, Suspended, or Revoked:			
31. PIC "Low Level" Opns (500' AGL)		_____ No _____ Yes (If yes, Attach explanation)			
32. PIC "ADC" Operations		46. Airtanker Operations Only:			
33. PIC Aircraft over 12,500 # Gt. Wt.		a. Date Last PIC IFR Check in Type _____			
34. PIC "Typical Terrain" (Over Mountains)		b. Date Last FAR 61.55 Copilot Check _____			
35. PIC Airtanker/Dispensing Operations		c. No. of Takeoff/Landings Last 90 Days _____			
		d. No. of Night Takeoff/Landings Last 90 Days _____			
36. PIC, Single-Engine Airplane		I certify that the information listed on this form is true and correct. In addition, I certify that I have read the statements on the back of this form covering information pursuant to Public Law 93-579 (Privacy Act of 1974).			
Land _____					
Sea _____					
37. PIC, Multi-Engine Airplane		47. Signature (Pilot)			
Land _____					
Sea _____		48. Date			
SECTION II - For Inspector's Use Only (Initial appropriate duties)					
1. Duty Approved For: (Inspector shall initial)					
a. <input type="checkbox"/> Animal Damage Control (3)		* <input type="checkbox"/> Airtanker Pilot (AT)		<input type="checkbox"/> Smokejumper (2c)	
b. <input type="checkbox"/> Mountain Flying-Unimproved Strips (2a)		f. <input type="checkbox"/> Airtanker Pilot, Initial Attack		k. <input type="checkbox"/> Paracargo (3e)	
c. <input type="checkbox"/> Snow (Skid) Operations (4)		g. <input type="checkbox"/> Airtanker Copilot (CPI)		i. <input type="checkbox"/> Aerial Ignition (8)	
d. <input type="checkbox"/> Reconnaissance		h. <input type="checkbox"/> Agriculture Application		m. <input type="checkbox"/> Other _____	
		i. <input type="checkbox"/> Fire Surveillance		n. <input type="checkbox"/> Other _____	
2. SEL _____ 3. SES _____ 4. MEL _____ 5. MES _____ 6. IFR, W/CP _____ 7. IFR, Single Pilot _____					
8. Type Aircraft Approved For:		9. Signature (Inspector)		10. Agency	
11. Date		12. Expiration Date			
13. Type Aircraft Approved For:		14. Signature (Inspector)		15. Agency	
16. Date		17. Expiration Date			
18. Remarks					

Previous edition is obsolete.

CONTRACTOR COPY

FS-5700-20 (10/96)

E.13 EXHIBIT 12--MALFUNCTION OR DEFECT REPORT

MALFUNCTION OR DEFECT REPORT, FAA FORM 8010-4 (5/81)

1. REGISTRATION NO. N-		DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION MALFUNCTION OR DEFECT REPORT			5A. COMMENTS (Describe the malfunction or defect and the circumstances under which it occurred. State probable cause and recommendations to prevent recurrence.)	OMB No. 2120-003 USE EXPIRES 3/31/84			
2. AIRCRAFT	A. MAKE	B. MODEL	C. SERIAL NO.			SUBMITTED BY	H. OTHER		
3. POWERPLANT								I. FAA	
4. PROPELLER									J. FAA
5. APPLIANCE/COMPONENT (spec. that includes part)									
A. NAME	B. MAKE	C. MODEL	D. SERIAL NO.			L. FAA			
6. SPECIFIC PART (or component) CAUSING TROUBLE							M. FAA	N. FAA	
A. NAME	B. NUMBER	C. PART/DEFECT LOCATION				O. FAA			P. FAA
D. PART TT	E. PART TSD	F. PART CONDITION	7. DATE SUB.				Q. FAA	R. FAA	
						S. FAA			T. FAA

FAA Form 8010-4(5-81) SUPERSEDES PREVIOUS EDITIONS